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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m.

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of regular meeting on February 23, 2016

AWARDS AND PROCLAMATIONS

Proclamation:
National Nutrition Month

Distinguished Service Award:
Terry A. Pajor

I. PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city clerk prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

II. CONSENT AGENDA ITEMS 1 THROUGH 23

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately

(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "ATTACHMENT 1 – CONSENT AGENDA ITEMS" for a listing of all Consent Agenda Items.)

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

None

IV. NEW COUNCIL BUSINESS

1. Public Hearing and Request for Letter of Intent for Health Care Facilities Revenue Bonds, American Baptist Estates. (District IV)

RECOMMENDED ACTION: Close the public hearing, adopt the Resolution of Intent and authorize the necessary signatures.

2. Economic Development Incentives Agreement Modification Request, Epic Sports. (District III)

RECOMMENDED ACTION: Approve an amendment to the Economic Development Incentive Agreement and authorize necessary signatures.

3. Economic Development Incentive Agreement Modification Request, Fiber Dynamics, Inc. (District IV)

RECOMMENDED ACTION: It is recommended that the City Council approve the amendment to the Economic Development Incentive Agreement and authorize necessary signatures.

4. Naming of Pracht Wetlands Park. (District V)

RECOMMENDED ACTION: Approve the naming of Pracht Wetlands Park.

5. Ordinance Amendments to Title 4 of the Code of the City of Wichita Pertaining to Regulation and Licensing of Alcoholic Liquor and Cereal Malt Beverages, and Repeal of Charter Ordinance No. 105 Regarding Fees for such Licenses' Abandoning with No Second Reading Similar Ordinances.

RECOMMENDED ACTION: Place the ordinances on first reading, authorize all necessary signatures and abandon, with no second reading, ordinances presented to the City Council on March 17, 2015.

6. Heavy Equipment and Fire Apparatus Replacement.(PULLED PER CITY MANAGER)

RECOMMENDED ACTION: Approve the projects, adopt the bonding resolutions, and authorize the necessary signatures.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

V. NON-CONSENT PLANNING AGENDA

None

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion. Carole Trapp Housing Member is also seated with the City Council.

Carole Trapp Housing Member is also seated with the City Council.

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VII. NON-CONSENT AIRPORT AGENDA

1. Specific Airport Marketing Services Contract.

RECOMMENDED ACTION: Approve the contract and authorize the necessary signatures.

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

1. Approval of travel for Mayor Jeff Longwell to attend the League of Kansas Municipalities Governing Body Meeting, March 10 and 11, 2016, Topeka, Kansas.

RECOMMENDED ACTION: Approve the travel expenditure.

IX. COUNCIL MEMBER APPOINTMENTS AND COMMENTS

1. **Board Appointments.**

RECOMMENDED ACTION: Approve the appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 23)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated February 29, 2016.

RECOMMENDED ACTION: Receive and file report; approve the contracts; and authorize the necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renew</u>	<u>2016</u>	<u>(Consumption off Premises)</u>
Mansoor Tahir	Valero Food Mart***	2849 West 13th North
Terrance Moss	Quik Trip #373R***	1607 East Lincoln

***Retailer (Grocery stores, convenience stores, etc.)

RECOMMENDED ACTION: Approve licenses subject to staff review and approval.

3. Preliminary Estimates:

- a. List of Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- a. Revised Petitions for Improvements to Sheridan Avenue. (District IV)

RECOMMENDED ACTION: Approve the petitions and adopt the resolutions.

5. Consideration of Street Closures/Uses:

- a. Community Events - Wichita St. Patrick's 5K. (District VI)

RECOMMENDED ACTION: Approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Events Coordinator.

6. Agreements/Contracts:

- a. Flag-Style Signs, Market Street Parking Garage. (District I)

RECOMMENDED ACTION: Approve the agreements/contracts and authorize the necessary signatures.

7. Design Services Agreements:

- a. Supplemental Design Agreement No. 2 for Water Treatment Plant Chemical Feed System Replacement.

RECOMMENDED ACTION: Approve agreements/contracts, adopt the resolution and authorize the necessary signatures.

8. Change Orders:

- a. **Funding and Change Order No. 8 for 135th Street West, Maple to Central. (District V) (PULLED PER CITY MANAGER)**

RECOMMENDED ACTION: Approve the change orders and authorize the necessary signatures.

9. Minutes of Advisory Boards/Commissions:

Design Council, January 13, 2016
Design Council, January 20, 2016
Deferred Compensation Board of Trustees, November 19, 2015

RECOMMENDED ACTION: Receive and file.

10. Report on Claims for January 2016.

RECOMMENDED ACTION: Receive and file.

11. Senior Management Expense Report for the Quarter Ended December 31, 2015.

RECOMMENDED ACTION: Receive and file.

12. **Heavy Equipment and Fire Apparatus Replacement. (MOVED TO NEW BUSINESS IV-6)**

RECOMMENDED ACTION: Approve the projects, adopt the bonding resolutions, and authorize the necessary signatures.

13. Ice Center Contract Addendum. (District IV)

RECOMMENDED ACTION: Accept the addendum and authorize the necessary signatures.

14. Maureen Connolly Brinker (MCB) Tennis Foundation Grant. (Districts I, III, and VI)

RECOMMENDED ACTION: Authorize staff to accept the grant from Maureen Connolly Brinker Tennis Foundation and authorize the necessary signatures.

15. Notice of Intent to Use Debt Financing - Landside Paving Improvements - Wichita Dwight D. Eisenhower National Airport.

RECOMMENDED ACTION: Adopt the Resolution and authorize the necessary signatures.

16. Sidewalk Repair Assessment Program. (Districts I, II, III and VI)

RECOMMENDED ACTION: Approve the proposed assessments and place the ordinance on first reading.

17. Partial Loan Forgiveness Request, Home Repair Program. (District I)

RECOMMENDED ACTION: Approve the partial loan forgiveness request, provided a sale closes within 90 days, with all net proceeds from an approved sale to be paid to the City, and authorize the necessary signatures.

II. CONSENT PLANNING AGENDA ITEMS

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

18. *SUB2015-00034 -- Plat of Rib Crib Wichita Addition Located East of South Eisenhower Airport Parkway, on the South Side of West Taft Avenue. (District IV)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, and place the Ordinance on first reading. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

II. CONSENT HOUSING AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Carole Trapp, Housing Member is also seated with the City Council.

None

II. CONSENT AIRPORT AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

19. *Hangar Dynamix, LLC - Commercial Hangar Operator Use and Lease Agreement - Wichita Dwight D. Eisenhower National Airport.

RECOMMENDED ACTION: Approve the agreement and authorize the necessary signatures.

20. *Landside Paving Improvements - Wichita Dwight D. Eisenhower National Airport.

RECOMMENDED ACTION: Approve the capital budget, approve the capital and authorize the necessary signatures.

21. *LeaseCorp Aviation, LLC - Commercial Hangar Supplemental Agreement No. 1 - Wichita Dwight D. Eisenhower National Airport.

RECOMMENDED ACTION: Approve the supplemental agreement and authorize the necessary signatures.

22. *Simplicity Ground Services, LLC dba Simplicity USA - Commercial Use and Operating Permit - Wichita Dwight D. Eisenhower National Airport.

RECOMMENDED ACTION: Approve the commercial use and operating permit and authorize the necessary signatures.

23. *AECOM Supplemental Agreement No. 9 - Wichita Dwight D. Eisenhower National Airport.

RECOMMENDED ACTION: Approve Supplemental Agreement No. 9 and authorize the necessary signatures.

City of Wichita
City Council Meeting
March 1, 2016

TO: Mayor and City Council

SUBJECT: Public Hearing and Request for Letter of Intent for Health Care Facilities Revenue Bonds (American Baptist Estates) (District IV)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing, adopt the Resolution of Intent and authorize the necessary signatures.

Background: American Baptist Estates, Inc., d/b/a Prairie Homestead, is requesting City Council approval of a Letter of Intent for the issuance of Health Care Facilities Revenue Bonds in an amount not to exceed \$4,000,000. The proceeds of the proposed bonds will be used to finance the construction and equipping of improvements to the senior living facilities located at 1605 May Avenue. The company has requested a Letter of Intent through December 31, 2017.

Analysis: American Baptist Estates, Inc. is a Kansas not-for-profit corporation formed in 1963 to provide a continuing care retirement community for older adults. The original senior care campus was developed in 1965. It provides housing accommodations and care for older adults especially designed to meet their physical, social and spiritual needs. The facility offers duplexes, independent living and nursing care with either single or double occupancy. The facility provides health care services that include nursing services through scheduled clinics, 24-hour nursing care, and a multitude of therapies. American Baptist Estates also provides dining services, weekly basic housekeeping, security and safety features, numerous in-house social activities, and scheduled transportation.

The company intends to demolish six existing buildings that currently have nine units each. Due to market demand for more modern, larger independent living units, it will rebuild on the same footprint with buildings that accommodate four units each.

An analysis of sources and uses of project funds is:

Sources of Funds:

Bond Proceeds	\$ 3,645,000
Company Contribution	<u>46,300</u>
Total Sources of Funds	\$ 3,691,300

Uses of Funds:

Project Costs	\$ 3,588,623
Costs of Issuance	<u>102,677</u>
Total Uses of Funds	\$ 3,691,300

As a not-for-profit 501 (c)(3) corporation, American Baptist Estates is eligible to receive tax-exempt revenue bond financing. The City's bond counsel firm, Gilmore & Bell, P.C., will serve as bond counsel in the transaction. American Baptist Estates will comply with the City's requirements contained in the Letter of Intent.

Financial Considerations: American Baptist Estates agrees to pay all costs of issuing the bonds and agrees to pay the City's \$2,500 annual industrial revenue bond administrative fee for the term of the bonds. Riedl First Securities Company of Kansas has agreed to underwrite the bonds and reoffer them for sale to the public.

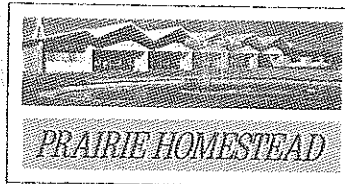
American Baptist Estates is generally exempt from ad valorem taxes pursuant to Kansas law. Therefore no tax exemption is requested in conjunction with issuance of Health Care Facilities Revenue Bonds.

Legal Considerations: Bond documents needed for the issuance of the bonds will be prepared by bond counsel. The City's Law Department will review and approve the final form of bond documents prior to the issuance of any bonds. The public hearing held in conjunction with this item is in compliance with the Tax Equity and Fiscal Responsibility Act hearing requirement in the federal tax code for tax-exempt bonds.

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the Resolution of Intent and authorize the necessary signatures.

Attachment: Letter of Intent Application, Resolution of Intent

1605 MAY AVENUE



WICHITA, KANSAS 67213

(316) 263-8264

February 10, 2016

Mayor Longwell and Members of the City Council
City of Wichita
City Hall – 455 North Main
Wichita, KS 67202

Re: City of Wichita - Industrial Revenue Bonds
(American Baptist Estates d/b/a Prairie Homestead)

Dear Mayor Longwell and Council Members:

This letter is to request approval by the governing body of the City of Wichita, Kansas, of a Letter of Intent to do a funding of Industrial Revenue Bonds not to exceed \$4,000,000.. The proceeds of the proposed funding will be used to rebuild senior living apartment homes on the existing footprint of the campus. American Baptist Estates d/b/a Prairie Homestead, is a Kansas not-for-profit corporation ("Company" or "Applicant").

1. Name and Address of Applicant.

American Baptist Estates d/b/a Prairie Homestead
1605 May Street
Wichita, Kansas 67213
Telephone: (316)263-8264
Attention: Brenda Bradshaw, Vice-President, Board of Directors

2. A General Description of the Nature of the Business of the Proposed Beneficiary.

American Baptist Estates d/b/a Prairie Homestead is a Kansas not-for-profit corporation, formed in 1963 to provide a continuing care retirement community for older adults.

3. Key Officers and Directors of Proposed Beneficiary.

Please See Exhibit "B".

4. A General Description of the Proposed funding.

Please See Appendix "A"

5. A Detailed Breakdown of Estimated Costs.

Sources:

New Bond Issue	\$3,645,000.00
Tenant	<u>\$ 46,300.00</u>
	\$3,691,300.00

Uses:

Project Costs	\$3,588,623.00
Underwriting Fee (1.50%)	\$ 53,829.35
Rounding Amount	\$ 2,547.65
Bond Counsel/Underwriter Counsel	\$ 38,300.00
Tenant's Counsel	\$ 1,500.00
Printing and Publications	\$ 2,000.00
Misc.	\$ 2,500.00
Trustee Fees	<u>\$ 2,000.00</u>
	\$3,691,300.00

6. Name and Address of Proposed Counsel to be Utilized In Connection with the Issuance of the Bonds.

Bond Counsel

Gilmore and Bell
100 N. Main St.
Suite 800
Wichita, KS 67202
(316)267-2091
Attn: Jim Norton or Kim Bell

Applicant's Counsel

Brown, Dengler LLC
Polo Club Office Park
1223 N. Rock Road
Bldg. G-100
Wichita, KS 67206
(316)260-9720
(316)260-8867 FAX
Attn: Patricia Dengler
pdengler@browndengler.com

Underwriter's Counsel

Triplett & Wolf
2959 N. Rock Road
Suite 300
Wichita, KS 67226
(316)630-8100
(316)630-8101
Attn: Andrew Kovar
ankovar@twgfirm.com

7. A Statement Relative to Ad Valorem Taxes.

The Applicant does not request that the property purchased and constructed with the proceeds of the 2016 Bonds be exempted from Kansas ad valorem property taxes based upon the issuance of the Bonds. The Applicant expects the Project will continue to be exempt from ad valorem property taxes by virtue of Applicant's status as a not-for-profit charitable organization.

8. Administrative Service Fee Agreement.

The Applicant agrees to make a payment to the City to reimburse the City for administrative costs in the amount of \$2,500 per year commencing one year after the delivery of the bonds. In addition, the Applicant will pay all costs of the City relative to the issuance of the Bonds.

9. Brief Statement With Respect to Benefits.

The issuance of the bonds will provide an enhanced living option for seniors at an economical rate along with enhancing the long-term economic viability.

10. Brief Statement Relative to the Effects on the Ambient Air Quality of the City of Wichita and Sedgwick County.

The current construction plans have no effects on the ambient air quality of the City of Wichita, and Sedgwick County, nor is it anticipated there will be any other anticipated adverse environmental effects. The Applicant will agree to comply with the City's policies and requirements relating to environmental matters.

11. A Brief Statement With Respect to Equal Employment Opportunity.

The applicant will comply with all policies of the City of Wichita with respect to equal employment opportunity.

12. Arrangements for Sale of the Bonds.

Riedl First Securities Company of Kansas, Wichita, Kansas, has agreed to purchase the Bonds as reflected in its commitment letter attached hereto as Exhibit C.

13. Financial Information.

The Tenant's audited financial statements for its fiscal year ended July 31, 2015, 2014 and 2013 are attached as Exhibit D.

To permit American Baptist Estates, d/b/a Prairie Homestead to finalize the funding of the 2016 Bond issuance, it is requested at this time that the City Council authorize the Mayor to execute a Letter of Intent on behalf of the City whereby the City indicates its intent to issue not to exceed \$4,000,000. of its Industrial Revenue Bonds for the purposes described herein. Applicant respectfully requests that such Letter of Intent be valid for a period of six months.

Applicant is aware that such a Letter of Intent is only an indication of the intent of the City to issue the proposed Bonds for funding a 2016 Bond issuance and that such Letter of Intent is subject in all respects to the governing body's final approval of the terms and provisions of the Bond Ordinance, Trust Indenture, Lease Agreement, Guaranty Agreement and other related documents. However, upon issuance of such Letter of Intent, Applicant is prepared to proceed in reliance thereon. Should there be any further questions or information which the City may require in evaluating this application, we will be most happy to discuss such matters.

Respectfully submitted,

AMERICAN BAPTIST ESTATES, INC.
d/b/a PRAIRIE HOMESTEAD

A handwritten signature in dark ink, appearing to read 'G. Huntsperger', is written over a horizontal line.

Gary Huntsperger, President
Board of Directors

January 4, 2016

Prairie Homestead Senior Living
Project Description

Prairie Homestead, a retirement community located in Wichita, Kansas, is planning a project that will include demolition and new construction, on a portion of the existing campus. Prairie Homestead has engaged RDg Planning and Design as architect and ARI as development advisor related for this project. MKEC is the civil engineer for the project. It is the plan of the Board of Directors to engage a Construction Manager by Mid-February for the project. Finalists that are being considered are Hutton Construction and Simpson Construction, both of Wichita, Kansas. The project consists of the following elements:

1. Demolition

Demolish six of the current independent living buildings which formerly housed 9 apartments each. Buildings to be demolished are shown on the site plan submitted with this application. Five of the six buildings slated for demolition are already vacant. The sixth building is partially vacant and Prairie Homestead will relocate the residents currently living in these apartments to other accommodations on their campus. No current residents will be asked to leave Prairie Homestead for this project.

2. Construction

Construct six buildings containing four apartments in each building. The apartments will be a combination of one and two bedroom accommodations and will be located on the site essentially where the demolished buildings formerly stood. Approximate Areas: 16-One Bedroom apartments and 8-Two Bedroom apartments totaling approximately 20,288 Square Feet. Associated site work will include all civil engineering related elements utility re-location if necessary and landscaping for the area that is defined on the site plan. . It is currently anticipated that construction will begin in the spring of 2016 and take approximately 12 months to complete.

The 24 new apartments will be available to seniors of the Wichita area on a rental basis. Prairie Homestead will attempt to pre-lease as many of the new apartments as possible prior to opening in the Spring of 2017. With this project, Prairie Homestead will be able to replace current obsolete housing inventory from its campus with up-to-date residences that are consistent with the expectations of seniors who are seeking retirement options today and the foreseeable future.

EXHIBIT "B"

BOARD OF DIRECTORS AND KEY PERSONNEL

BOARD OF DIRECTORS

Gary Huntsperger	President
Brenda Bradshaw	Vice President
Robert Harmon	Treasurer
Kris Rogers	Secretary
Arlys Carter	Member
Katie Mroz	Member
Susan Hubbard	Member
Orville Hall	Member
Richard Kreybiel	Member
Lesa Gardner	Member
David Anders	Member

KEY PERSONNEL

Diane Hull	Administrator
Pam Boggs	Director of Marketing
Lori Al-Washami	Dietary Manager
Linda Eskridge	Medical Service Manager



**Riedl First
Securities**
COMPANY OF KANSAS

*Serving corporate and
personal investors since 1916*

1841 N. Rock Rd. Ct. Ste 400
Wichita, KS 67206-4213
Tel (316) 265-9341
(800) 365-9341
Fax (316) 265-0215

9 February, 2016

To: Ms. Diane Hull - Administrator
American Baptist Estates

RE: City of Wichita, KS
\$ 3,645,000.00
Industrial Revenue Bonds
American Baptist Estates

Dear Ms. Hull,

This is a commitment of Riedl First Securities Company of Kansas to underwrite the captioned bond issue.

Our commitment is subject to the following conditions:

1. Agreement of the City of Wichita, KS, American Baptist Estates and Riedl First Securities Company of Kansas to the terms and conditions of the new bond issue.
2. Unqualified approving opinion of recognized bond counsel as to the legality and tax-exempt status of the bonds.
3. Our underwriting fee of one and one half (1.50%) of the the bonds issued will be payable at closing. If for any reason the bonds are not issued, we will be due no fee, nor expense reimbursement.

Respectfully Submitted:

Riedl First Securities Company of Kansas

Caesar A. Naftzger, President/Owner

Approved this 9th day of February 2016

American Baptist Estates

By: _____



Account Portfolio protected for the Full Net Asset Value of Each Account

RESOLUTION NO. _____

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS DETERMINING THE ADVISABILITY OF ISSUING HEALTH CARE FACILITIES REVENUE BONDS FOR THE PURPOSE OF FINANCING THE CONSTRUCTION AND EQUIPPING OF INDEPENDENT LIVING UNITS AT AN EXISTING CONTINUING CARE RETIREMENT FACILITY LOCATED IN SAID CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS.

WHEREAS, the City of Wichita, Kansas (the "City") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State of Kansas (the "State"); and

WHEREAS, the City Council (the "Governing Body") of the City desires to promote, stimulate and develop the general economic welfare and prosperity of the City, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State; and

WHEREAS, pursuant to the provisions of the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.* (the "Act"), the City is authorized to issue revenue bonds for such purposes; and

WHEREAS, the Governing Body determines it to be advisable and in the interest and for the welfare of the City and its inhabitants that revenue bonds of the City be authorized and issued, in one or more series, to provide funds to pay the costs of the demolition of existing structures and the construction and equipping of independent living units at an existing continuing care retirement facility (the "Project") located in the City and leased by the City to American Baptist Estates, Inc., d/b/a Prairie Homestead, a Kansas nonprofit corporation (the "Tenant").

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Public Purpose. The Governing Body hereby finds and determines that the Project will promote, stimulate and develop the general economic welfare and prosperity of the City, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State.

Section 2. Authorization to Acquire Project; Intent to Issue Bonds. The City is hereby authorized to proceed with the Project and to issue its revenue bonds, in one or more series, in an aggregate principal amount not to exceed \$4,000,000 (the "Bonds") to pay the costs thereof, subject to satisfaction of the conditions of issuance set forth herein.

Section 3. Conditions to Issuance of Bonds. The issuance of the Bonds is subject to: (a) the Tenant's written acceptance of a Letter of Intent containing the City's conditions to the issuance of the Bonds in accordance with the City's Economic Development Incentive Policy (the "Letter of Intent"); (b) the successful negotiation and sale of the Bonds to Riedl First Securities Company of Kansas (the "Purchaser"), which sale shall be the responsibility of the Tenant and not the City; (c) the receipt of the approving legal opinion of Gilmore & Bell, P.C. ("Bond Counsel") in form acceptable to the City, the Tenant and the Purchaser; (d) the obtaining of all necessary governmental approvals to the issuance of the Bonds; and (e) the

commitment to and payment by the Tenant or Purchaser of all expenses relating to the issuance of the Bonds, including, but not limited to: (i) expenses of the City and the City Attorney; (ii) all underwriting fees and expenses; (iii) all legal fees and expenses of Bond Counsel; and (iv) all recording and filing fees, including fees of the Kansas Board of Tax Appeals.

Section 4. Sales Tax Exemption. The Governing Body hereby determines that pursuant to the provisions of K.S.A. 79-3601 *et seq.* (the "Sales Tax Act"), particularly 79-3606(b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Project and financed with proceeds of the Bonds are entitled to exemption from the tax imposed by the Sales Tax Act; provided proper application is made therefore.

Section 5. Reliance by Tenant; Limited Liability of City. It is contemplated that in order to expedite acquisition of the Project and realization of the benefits to be derived thereby, the Tenant may incur temporary indebtedness or expend its own funds to pay costs of the Project prior to the issuance of the Bonds; provided that such expenditures incurred prior to the issuance of the Bonds are at the risk of the Tenant that the Bonds will actually be issued. Proceeds of Bonds may be used to reimburse the Tenant for such expenditures made not more than 60 days prior to the date this Resolution is adopted, and as provided by §1.150-2 of the U.S. Treasury Regulations. The Bonds herein authorized and all interest thereon shall be paid solely from the revenues to be received by the City from the Project and not from any other fund or source. The City shall not be obligated on such Bonds in any way, except as herein set out. In the event that the Bonds are not issued, the City shall have no liability to the Tenant.

Section 6. Execution and Delivery of Documents. The Mayor is hereby authorized to execute the Letter of Intent, and the City Clerk is authorized to deliver executed copies of this Resolution and the Letter of Intent to the Tenant. After the Tenant has demonstrated compliance with the provisions of the Letter of Intent, the Mayor and City Clerk are authorized to execute a bond purchase agreement with the Purchaser and the Tenant for the sale of the Bonds in a form satisfactory to the City Attorney and Bond Counsel.

Section 7. Further Action. The Mayor, City Clerk and other officials and employees of the City, including the City Attorney and Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution, including, but not limited to: (a) cooperate with the Tenant in filing an application for a sales tax exemption certificate with the Kansas Department of Revenue with respect to Bond-financed property; (b) execution on behalf of the City of the information statement regarding the proposed issuance of the Bonds to be filed with the State Board of Tax Appeals pursuant to the Act; and (c) cooperate with the Tenant to maintain any *ad valorem* property tax exemption for the Project and related facilities which is consistent with the Tenant's charitable purposes, and execute such documents in connection therewith as are approved by the City Attorney.

Section 8. Effective Date. This resolution shall become effective upon adoption by the Governing Body and shall remain in effect until December 31, 2017, unless extended by affirmative vote of a majority of the Governing Body.

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ADOPTED by the City Council of the City of Wichita, Kansas, on March 1, 2016.

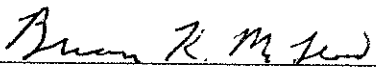
(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:



for Jennifer Magaña, Director of Law and
City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution adopted by the City Council of the City of Wichita, Kansas on March 1, 2016, as the same appears of record in my office.

DATED: March 1, 2016.

Karen Sublett, City Clerk

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**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON MARCH 1, 2016**

The governing body of the City of Wichita, Kansas met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Among other business, in accordance with notice published on February 15, 2016, in the *Wichita Eagle*, a public hearing was held by the governing body relating to the proposed issuance of not to exceed \$4,000,000 principal amount of Health Care Facilities Revenue Bonds (American Baptist Estates). All interested persons were afforded an opportunity to present their views on the issuance of the Bonds and the location and nature of the Project to be financed with the proceeds of the Bonds. Thereupon, the public hearing was closed.

Thereupon, there was presented a Resolution entitled:

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA,
KANSAS DETERMINING THE ADVISABILITY OF ISSUING HEALTH CARE
FACILITIES REVENUE BONDS FOR THE PURPOSE OF FINANCING THE
CONSTRUCTION AND EQUIPPING OF INDEPENDENT LIVING UNITS AT AN
EXISTING CONTINUING CARE RETIREMENT FACILITY LOCATED IN SAID
CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS.**

Thereupon, Councilmember _____ moved that said Resolution be adopted. The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Aye:

Nay:

Thereupon, the Resolution was then duly numbered Resolution No. _____, and was signed by the Mayor and attested by the Clerk.

(Other Proceedings)

* * * * *

CERTIFICATE

I certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Wichita, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

[SEAL]

Karen Sublett, City Clerk

RESOLUTION NO. 16-041

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS DETERMINING THE ADVISABILITY OF ISSUING HEALTH CARE FACILITIES REVENUE BONDS FOR THE PURPOSE OF FINANCING THE CONSTRUCTION, FURNISHING, AND EQUIPPING OF INDEPENDENT LIVING UNITS AT AN EXISTING CONTINUING CARE RETIREMENT FACILITY LOCATED IN SAID CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS.

WHEREAS, the City of Wichita, Kansas (the "City") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State of Kansas (the "State"); and

WHEREAS, the City Council (the "Governing Body") of the City desires to promote, stimulate and develop the general economic welfare and prosperity of the City, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State; and

WHEREAS, pursuant to the provisions of the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.* (the "Act"), the City is authorized to issue revenue bonds for such purposes; and

WHEREAS, the Governing Body determines it to be advisable and in the interest and for the welfare of the City and its inhabitants that revenue bonds of the City be authorized and issued, in one or more series, to provide funds to pay the costs of the demolition of existing structures and the construction, furnishing and equipping of independent living units at an existing continuing care retirement facility (the "Project") located in the City and leased by the City to American Baptist Estates, Inc., d/b/a Prairie Homestead, a Kansas nonprofit corporation (the "Tenant").

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Public Purpose. The Governing Body hereby finds and determines that the Project will promote, stimulate and develop the general economic welfare and prosperity of the City, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State.

Section 2. Authorization to Acquire Project; Intent to Issue Bonds. The City is hereby authorized to proceed with the Project and to issue its revenue bonds, in one or more series, in an aggregate principal amount not to exceed \$4,000,000 (the "Bonds") to pay the costs thereof, subject to satisfaction of the conditions of issuance set forth herein.

Section 3. Conditions to Issuance of Bonds. The issuance of the Bonds is subject to: (a) the Tenant's written acceptance of a Letter of Intent containing the City's conditions to the issuance of the Bonds in accordance with the City's Economic Development Incentive Policy (the "Letter of Intent"); (b) the successful negotiation and sale of the Bonds to Riedl First Securities Company of Kansas, Inc. (the "Purchaser"), which sale shall be the responsibility of the Tenant and not the City; (c) the receipt of the approving legal opinion of Gilmore & Bell, P.C. ("Bond Counsel") in form acceptable to the City, the

Tenant and the Purchaser; (d) the obtaining of all necessary governmental approvals to the issuance of the Bonds; and (e) the commitment to and payment by the Tenant or Purchaser of all expenses relating to the issuance of the Bonds, including, but not limited to: (i) expenses of the City and the City Attorney; (ii) all underwriting fees and expenses; (iii) all legal fees and expenses of Bond Counsel; and (iv) all recording and filing fees, including fees of the Kansas Board of Tax Appeals.

Section 4. Sales Tax Exemption. The Governing Body hereby determines that pursuant to the provisions of K.S.A. 79-3601 *et seq.* (the “Sales Tax Act”), particularly 79-3606(b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Project and financed with proceeds of the Bonds are entitled to exemption from the tax imposed by the Sales Tax Act; provided proper application is made therefore.

Section 5. Reliance by Tenant; Limited Liability of City. It is contemplated that in order to expedite the construction, furnishing, and equipping of the Project and realization of the benefits to be derived thereby, the Tenant may incur temporary indebtedness or expend its own funds to pay costs of the Project prior to the issuance of the Bonds; provided that such expenditures incurred prior to the issuance of the Bonds are at the risk of the Tenant that the Bonds will actually be issued. Proceeds of Bonds may be used to reimburse the Tenant for such expenditures made not more than 60 days prior to the date this Resolution is adopted, and as provided by §1.150-2 of the U.S. Treasury Regulations. The Bonds herein authorized and all interest thereon shall be paid solely from the revenues to be received by the City from the Project and not from any other fund or source. The City shall not be obligated on such Bonds in any way, except as herein set out. In the event that the Bonds are not issued, the City shall have no liability to the Tenant.

Section 6. Execution and Delivery of Documents. The Mayor is hereby authorized to execute the Letter of Intent, and the City Clerk is authorized to deliver executed copies of this Resolution and the Letter of Intent to the Tenant. After the Tenant has demonstrated compliance with the provisions of the Letter of Intent, the Mayor and City Clerk are authorized to execute a bond purchase agreement with the Purchaser and the Tenant for the sale of the Bonds in a form satisfactory to the City Attorney and Bond Counsel.

Section 7. Further Action. The Mayor, City Clerk and other officials and employees of the City, including the City Attorney and Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution, including, but not limited to: (a) cooperate with the Tenant in filing an application for a sales tax exemption certificate with the Kansas Department of Revenue with respect to Bond-financed property; (b) execution on behalf of the City of the information statement regarding the proposed issuance of the Bonds to be filed with the State Board of Tax Appeals pursuant to the Act; and (c) cooperate with the Tenant to maintain any *ad valorem* property tax exemption for the Project and related facilities which is consistent with the Tenant’s charitable purposes, and execute such documents in connection therewith as are approved by the City Attorney.

Section 8. Effective Date. This resolution shall become effective upon adoption by the Governing Body and shall remain in effect until December 31, 2017, unless extended by affirmative vote of a majority of the Governing Body.

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ADOPTED by the City Council of the City of Wichita, Kansas, on March 1, 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law and
City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution adopted by the City Council of the City of Wichita, Kansas on March 1, 2016, as the same appears of record in my office.

DATED: March 1, 2016.

Karen Sublett, City Clerk

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**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON MARCH 1, 2016**

The governing body of the City of Wichita, Kansas met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Among other business, in accordance with notice published on February 15, 2016, in the *Wichita Eagle*, a public hearing was held by the governing body relating to the proposed issuance of not to exceed \$4,000,000 principal amount of Health Care Facilities Revenue Bonds (American Baptist Estates). All interested persons were afforded an opportunity to present their views on the issuance of the Bonds and the location and nature of the Project to be financed with the proceeds of the Bonds. Thereupon, the public hearing was closed.

Thereupon, there was presented a Resolution entitled:

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA,
KANSAS DETERMINING THE ADVISABILITY OF ISSUING HEALTH CARE
FACILITIES REVENUE BONDS FOR THE PURPOSE OF FINANCING THE
CONSTRUCTION, FURNISHING, AND EQUIPPING OF INDEPENDENT
LIVING UNITS AT AN EXISTING CONTINUING CARE RETIREMENT
FACILITY LOCATED IN SAID CITY; AND AUTHORIZING EXECUTION OF
RELATED DOCUMENTS.**

Thereupon, Councilmember _____ moved that said Resolution be adopted. The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Aye:

Nay:

Thereupon, the Resolution was then duly numbered Resolution No. _____, and was signed by the Mayor and attested by the Clerk.

(Other Proceedings)

* * * * *

CERTIFICATE

I certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Wichita, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

[SEAL]

Karen Sublett, City Clerk

City of Wichita
City Council Meeting
March 1, 2016

TO: Mayor and City Council

SUBJECT: Economic Development Incentives Agreement Modification Request (Epic Sports) (District III)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve an amendment to the Economic Development Incentive Agreement.

Background: Epic Sports is an internet and catalog business that warehouses, sells and distributes a complete line of sports equipment for baseball, softball, basketball, cheer, football, lacrosse, playground gear, soccer, swimming and volleyball from its facilities located in Wichita. Equipment includes uniforms, balls, shoes, bags, trophies, bleachers, safety equipment, gifts, field gear, nets, gym lockers, warm-ups, training gear and coaching apparel and equipment.

In March of 2012, Epic Sports was approved for an Economic Development Tax Exemption (“EDX”) for the acquisition, remodel and equipping of a new facility in conjunction with an expansion project. Epic Sports has provided notice that it intends to move to a new facility in Butler County upon its completion and has requested a modification to its incentive agreement.

Analysis: Epic Sports acquired the former Coca-Cola bottling facility located at 3001 E. Harry to consolidate all of its facilities into one location and almost double its square feet. The cost of acquisition and renovation of the building and new equipment purchases was approximately \$2,500,000. The expansion project retained 41 jobs and projected the addition of 26 more over five years.

Epic Sports has outgrown its space and searched for new facilities or land in the Wichita area but could not find a suitable property. It has identified land in Butler County where it intends to build a new facility and have additional land for future expansions, if needed. The company approached economic development professionals in Butler County regarding incentives. Those professionals did not target Epic Sports as a prospect for relocation.

Epic Sports contacted City staff regarding its current tax abatement and its performance to date. At this time, the company has invested over \$2,500,000 on the east Harry facility and it currently employs 110, well above the 67 it projected. Epic Sports estimates it will remain in the building through 2017, which is the date for its five-year review. City staff has negotiated an arrangement with Epic Sports that when it leaves Wichita, it will repay 55% of all taxes abated beginning in 2013 and extending through the date it vacates the building. The real property improvements will also be placed back on the tax rolls at that time. Currently, the land is not exempted from property tax and generates around \$17,000 annually. The estimated amount of taxes it will repay if Epic Sports leaves at the end of 2017, based on the current value of the real property improvements, is approximately \$62,640.

Financial Considerations: Epic Sports agrees to repay 55% of all taxes abated from the period beginning in 2013 when it leaves Wichita.

Legal Considerations: The Law Department has approved the amendment to the Economic Development Incentive Agreement as to form.

Recommendations/Actions: It is recommended that the City Council approve an amendment to the Economic Development Incentive Agreement and authorize necessary signatures.

Attachments: Economic Development Incentive Agreement Amendment

**FIRST AMENDMENT TO ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
BETWEEN CITY OF WICHITA, KANSAS AND EPIC SPORTS, INC.**

This First Amendment to the Economic Development Incentive Agreement (“Amendment”) is entered into this ____ day of March, 2016 ("Effective Date"), by and between the City of Wichita, Kansas (“City”), and Epic Sports, Inc. (“Company”).

City and Company entered into that certain Agreement between the City and the Company dated March 15, 2012 (the “Agreement”).

City and Company now desire to amend the terms of the Agreement as more particularly set forth below:

1. Subsection J. In the event that the Company is unable to perform the obligations of Sections 1.B. and 1.C., above, as a result of a relocation to Butler County after March 2, 2016, the Company may elect to repay 55% of all taxes that have been abated under this Agreement and end the Term of the Agreement as of the date of such relocation, and in such event, such repayment and early termination shall constitute an alternate performance of the obligations of Sections 1.B. and 1.C., above, such that the Company shall be deemed to have met its obligations therein.
2. **TERM.** This Agreement shall commence on the date first written above, and shall end on December 31, 2022, unless the Company has elected to end the Agreement earlier, as allowed by the provisions of Section 1.J above.
3. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.
4. This Amendment embodies the entire agreement between City and Company with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.
5. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.
6. **THIS AMENDMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF KANSAS.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF WICHITA, KANSAS

ATTEST:

Jeff Longwell, Mayor

Karen Sublett, City Clerk

EPIC SPORTS, INC.

APPROVED AS TO FORM:

Jennifer Magana
Director of Law and City Attorney

Name: _____
Title: _____

City of Wichita
City Council Meeting
March 01, 2016

TO: Mayor and City Council

SUBJECT: Economic Development Incentive Agreement Modification Request (Fiber Dynamics, Inc.) (District IV)

INITIATED BY: Office of Urban Development

AGENDA: New Business

RECOMMENDATION: Approve an amendment to the Economic Development Incentive Agreement.

BACKGROUND: On March 18, 2008, the Wichita City Council approved a tax exemption for Fiber Dynamics Inc. (FDI) for a building expansion and the addition of new machinery and equipment. The Economic Development Incentive Agreement stated FDI had a base employment of 22 jobs and projected new job creation of 79, for a total employment of 101. The company has not reached the required employment levels and is asking for an extension of the Economic Development Incentive Agreement based upon a downturn in the economy.

ANALYSIS: Fiber Dynamics produces high-quality composite parts for aerospace and other Original Equipment Manufacturers (OEM). The owners sought to commercialize the composites manufacturing technologies developed in the Composites Research Laboratory of the National Institute for Aviation Research. Fiber Dynamics developed a competence in “one-shot” complex structures. Fiber Dynamics was approved for a 100% exemption based on a \$3,178,178 expansion and a projected creation of 79 new jobs. The company invested the requisite capital, but has not reached its goal for new job creation.

The current economic development policy has a provision that allows a company to ask for a modification to its incentive agreement if the Current Conditions Index, as tracked by the Center for Economic Development and Business Research at Wichita State University, drops by five or more points during the term of the incentive agreement. The tax abatement began in January of 2009 and the Current Conditions Index dropped by more than five points beginning in July of that year. The Index did not close the five point gap until October of 2015.

The company has invested in excess of the required \$3,178,178 and currently has 70 employees, which is well above the base number of jobs. The company is requesting an extension of its performance period through the end of the tax abatement, which is December 31, 2018. If the company does not create the full 101 jobs by that time, the City can recapture up to 100% of the second five years of abated taxes.

Financial Considerations: FDI may have to repay some, or all, of the property taxes depending upon its ability to create new jobs as stipulated.

Legal Considerations: The Law Department has reviewed and approved the Economic Development Incentive Agreement Amendment as to form.

Recommendations/Actions: It is recommended that the City Council approve the amendment to the Economic Development Incentive Agreement and authorize necessary signatures.

Attachments: Economic Development Incentive Agreement amendment.

**FIRST AMENDMENT TO ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
BETWEEN CITY OF WICHITA, KANSAS AND TTR, LLC/FIBER DYNAMICS, INC.**

This First Amendment to the Economic Development Incentive Agreement ("Amendment") is entered into this ____ day of March, 2016 ("Effective Date"), by and between the City of Wichita, Kansas ("City"), and TTR, LLC/Fiber Dynamics, Inc. ("Company").

City and Company entered into that certain Agreement between the City and the Company dated March 18, 2008 (the "Agreement").

City and Company now desire to amend the terms of the Agreement as more particularly set forth below:

1. Section 1. THE COMPANY, subparagraph C. of the Agreement is hereby amended and restated in its entirety and shall hereafter be and read as follows: "On or prior to December 31, 2018, the Company will add an additional seventy-nine (79) new jobs at such manufacturing facility, and thereafter, maintain employment of not less than one-hundred one (101) employees at such manufacturing facility.
2. Section 4. Term of the Agreement is hereby amended and restated in its entirety and shall hereafter be and read as follows: "This Agreement shall commence on the original date, and shall end on December 31, 2019.
3. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.
4. This Amendment embodies the entire agreement between the City and the Company with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.
5. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.
6. THIS AMENDMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF KANSAS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF WICHITA, KANSAS

ATTEST:

Jeff Longwell, Mayor

Karen Sublett, City Clerk

TTR, LLC/FIBER DYNAMICS, INC.

APPROVED AS TO FORM:

Jennifer Magana
Director of Law and City Attorney

Name: _____
Title: _____

**City of Wichita
City Council Meeting
March 1, 2016**

TO: Mayor and City Council

SUBJECT: Naming of Pracht Wetlands Park (District V)

INITIATED BY: Department of Park & Recreation

AGENDA: New Business

Recommendation: Approve the naming of the new park as Pracht Wetlands Park.

Background: In 1921, L.J. Pracht Sr. purchased land at 29th and Maize Road for duck hunting. Locally known as Cadillac Lake, it was inherited in 1953 by his son Bill, who farmed the western portion of the site and maintained the eastern portion as wetlands. In the early 1990s, Mr. Pracht along with several other landowners and representatives from city, county and federal agencies created the Pracht Wetland Task Force. The Task Force developed a plan for maintaining a large area north and south of 29th St. N., east and west of Maize Road as wetlands, with the intent of using this area for environmental education.

While the surrounding properties were subsequently sold and developed, the Pracht family remained on the farm until its recent sale to Slawson Companies. The site was platted as Cadillac Lake Addition, creating a 39-acre reserve in the eastern wetland portion of the former farm. This reserve, along with the eastern portion of Lot 9, was dedicated to the City in December 2015. A Corps of Engineers 404 permit has been approved for the reserve and a city-owned parcel to the south, which will allow development of a passive-use urban wetlands park. The dedicated portion of Lot 9 will provide public parking and trailhead features.

Analysis: At its February 8, 2016 meeting, the Board of Park Commissioners considered names for Wichita's newest 91-acre park. This action met all criteria of Item 5 of City Council Policy 13, which outlines the requirements for naming public facilities, stating that: "...the person being distinguished... must have been primarily responsible for the existence or well-being of the facility."

The Board of Park Commissioners believes that naming the wetlands "Pracht Wetlands Park" will honor L.J. Pracht, his son Bill and their family's stewardship of the land, which will fulfill this requirement.

Financial Considerations: There will be minimal financial impact of naming the site.

Legal Considerations: The Law Department has reviewed and approved the action taken by the Board of Park Commissioners, determining that it is consistent with the provisions of City Council Policy 13, as naming advisory committee for park and recreation areas.

Recommendation/Action: It is recommended that the City Council approve the naming of Pracht Wetlands Park.

Attachments: Cadillac Lake restrictive covenants, property deed, Power Point presentation.

Naming of Urban Wetlands Park Site

Board of Park Commissioners
and
Department of Park & Recreation



Overview

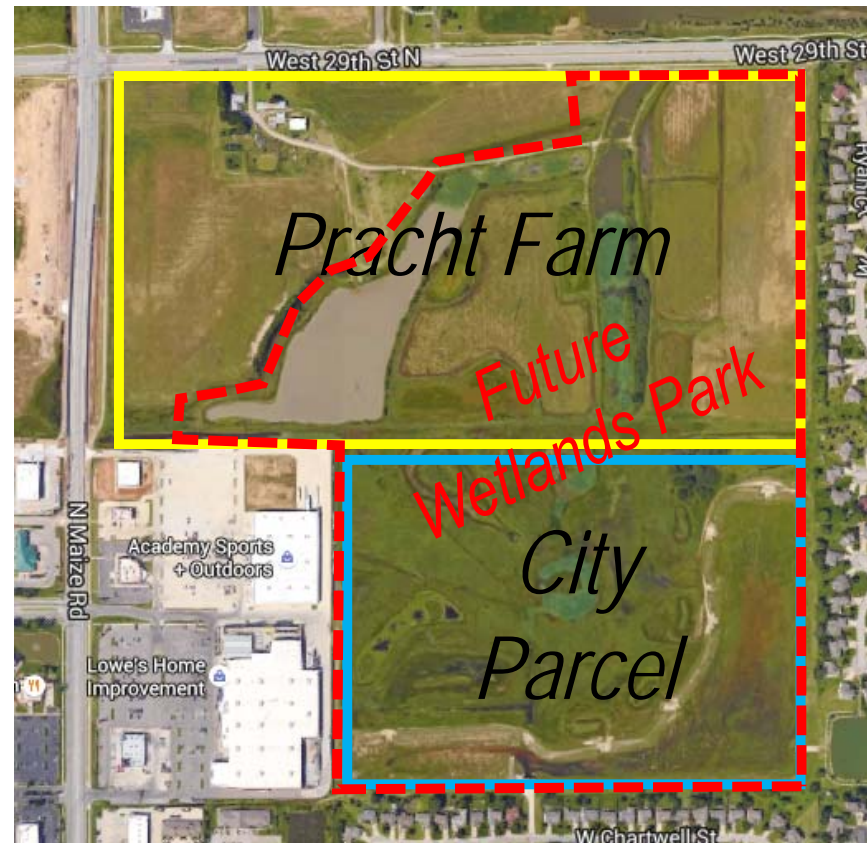
2

- Slawson Development purchased 72 acre Pracht Farm at 29th St. N. & Maize Road
- 39.5 acres dedicated to City in December, 2015
- Dedication to be combined with 51.8 acre City parcel to south for new urban wetlands park.

Pracht Farm and Future Park

Pracht Farm sits north of and adjacent to existing city-owned parcel, acquired in 2009.

The proposed park will be over 91 acres.



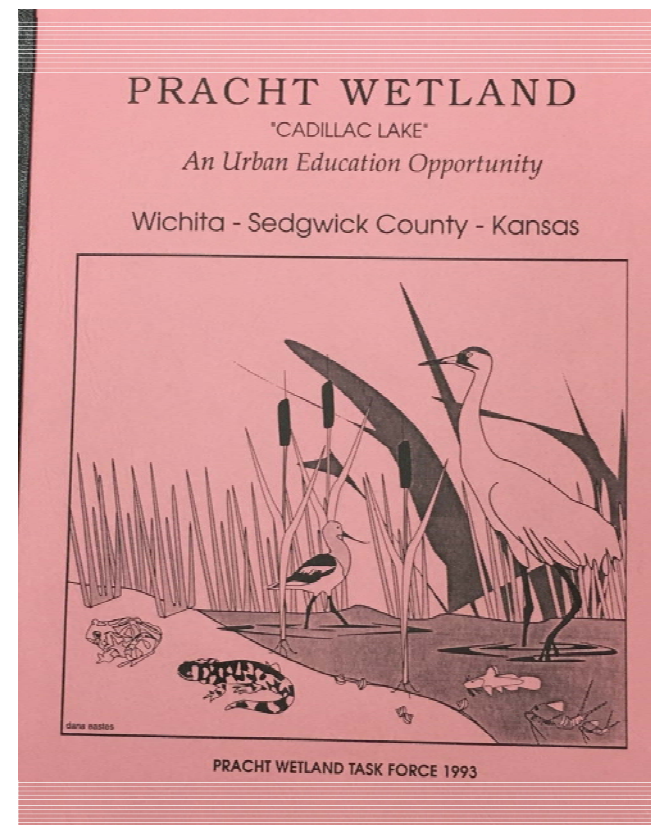
History

4

- L. J. Pracht Sr. purchased the Pracht farm (also known as Cadillac Lake) in 1921 with the intent to use for duck hunting.
- In 1953 his son Bill Pracht inherited property, moved his family to the site and managed the land as wetlands.

History

- In the early 1990s a group of area landowners, developers, city, county and federal agencies interested in preserving a large wetlands area created a Pracht Wetland Task Force.
- While surrounding properties developed, Bill Pracht and his family continued to maintain their wetlands until the recent sale.



History

6

- Mr. Pracht (shown here in 1993) had a vision for sharing this site with others.
- In the early 1990s the Task Force proposed the site be named “Pracht Wetland”.
- It is recommended today that the future park be named “Pracht Wetlands Park”, in recognition of the family’s dedication to and stewardship of this valuable resource.

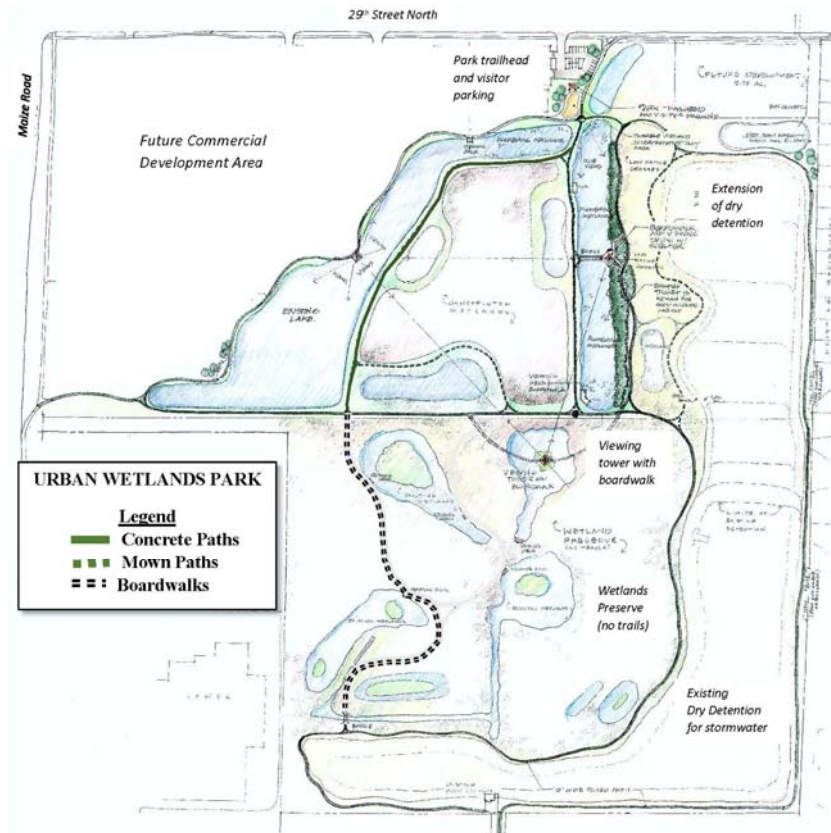


Proposed Park Layout

7

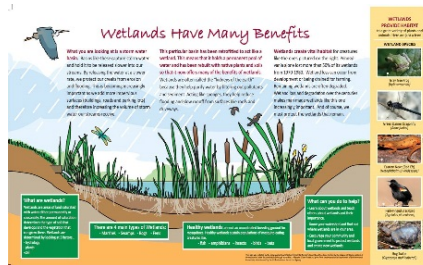
Per 404 Permit the park can include:

- Trailhead
- Pathways
- Boardwalks
- Viewing Stations
- Signage



Proposed Park Features

8



Park Naming Regulations

City Council Policy 13:

Through ratification by the Board of Park Commissioners all criteria in Policy 13 have been met, including:

- The Park Board served as the official Naming Committee
- *“The person being distinguished must be one who has made a significant contribution to the City, and such person must have been primarily responsible for the existence or well-being of the facility.”*

Based on these regulations the Park Board recommends naming the new park “Pracht Wetlands Park”.

Recommendation

10

It is recommended that the urban wetlands park be named “Pracht Wetlands Park”, to acknowledge and honor the Pracht family’s dedication and continued commitment to preserving and maintaining this valuable ecosystem.

Naming of Urban Wetlands Park

Board of Park Commissioners
Department of Park & Recreation





Sedgwick County
Register of Deeds - Bill Meek
Doc.#/Flm-Pg: 29576628

Receipt #: 1958335
Pages Recorded: 11

Recording Fee: \$92.00

Cashier: Ketigall

Authorized By: 

Date Recorded: 12/15/2015 01:37:03 PM



Please do not remove this cover page, it has become part of this document

Grantor	CADILLAC LAKE LLC
Grantee	CADILLAC LAKE ADDITION
Type of Document	PLAT.RCOV
Recording Fees	\$92.00
Mtg Reg Tax	\$0.00
Total Amount	\$92.00
Return Address	CADILLAC LAKE LLC 727 N WACO # 400 WICHITA KS 67203

DECLARATION OF RESTRICTIVE COVENANTS

The Declarant, Cadillac Lake, LLC, is the fee simple owner of the certain real property located in Sedgwick County, Kansas, described as follows:

A tract of land lying within the Northwest Quarter of Section 5, Township 27 South, Range 1 West of the 6th P.M., being more particularly described as follows:

Reserve A Cadillac Lake, an Addition to the City of Wichita, Sedgwick County, Kansas.

Such real property is hereinafter referred to as the "Property". Declarant has applied for and received Permit No. 2014-00242 from the United States Army Corps of Engineers (the "Corps") concerning certain wetlands in waters of the United States (the "Permit"). In consideration of the issuance of the Permit and in compliance with the terms thereof, and for other good and valuable consideration, the Declarant hereby declares that the Property shall henceforth be subject to the following restrictive covenants (the "Restrictions"). As used herein, the term "Declarant" includes and shall be binding upon Cadillac Lake, LLC and its successors, heirs, and assigns.

1. **Purpose:** The purpose of these Restrictions is to retain and maintain land or water areas on the Property in their natural, vegetative, hydrologic, scenic, open, agricultural, or wooded condition, and to retain such areas as suitable habitat for fish, plants, or wildlife. Those wetland or upland areas that are to be restored, enhanced, or created pursuant to the Permit shall be retained and maintained in the restored, enhanced, or created condition required by the Permit.

2. **Rights of Corps and Owners in the Property:** The following rights are conveyed to the Corps and any Owner of any parcel of real estate of the Property (the "Owner" or "Owners"):

- a. The right to take action to preserve and protect the environmental value of the Property; and
- b. The right to prevent any activity on or use of the Property that is inconsistent with the purpose of these Restrictions, and to require the restoration of areas or features of the Property that may be damaged by any inconsistent activity or use;
- c. The right to enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if the Declarant is complying with the covenants and prohibitions contained in these Restrictions; and
- d. The right to proceed at law or in equity to enforce the provisions of these Restrictions, and to prevent the occurrence of any of the prohibited activities hereinafter set forth.

3. Prohibited Uses: Except for restoration, creation, enhancement, maintenance, and monitoring activities, or surface water management improvements, which are permitted or required by the Permit, the following activities are prohibited on the Property:

- a. Construction of any structure or object (i.e., buildings, roads, above or below ground utilities, signs, billboards etc.) without written approval from the Corps of Engineers prior to construction;
- b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
- c. Removal or destruction of trees, shrubs, or other vegetation, except as may be permitted by the Permit, and except for the removal of nuisance, exotic, or non-native vegetation in accordance with a maintenance plan approved by the Corps;
- d. Planting of nuisance, exotic, or non-native plants as listed by the State of Kansas;
- e. Exploration for, or extraction of, oil or gas in such a manner as to affect the surface, or excavation, dredging, or removal of coal, loam, peat, gravel, soil, rock, or other material substance, except as may be permitted or required by the Permit;
- f. Use of motorized and non-motorized vehicles, the keeping or riding of horses, grazing, livestock confinement, or other surface use that may affect the natural condition of the Property, except for vehicle use for purposes of maintenance and upkeep, or as otherwise may be permitted or required by the Permit;
- g. Tilling, plowing, planting of crops, digging, mining, or other activities that are or may be detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, or fish and wildlife habitat preservation, including but not limited to ditching, diking, and fencing, except as permitted or required by the Permit;
- h. The extraction of water from the Property or adjacent properties owned by Grantor, or the impoundment of water on the Property or on adjacent properties owned by Grantor, so as to affect the hydrology of the Property;
- i. Acts or uses detrimental to the aforementioned retention and maintenance of land or water areas;
- j. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

4. Reserved Rights: Declarant reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and that are not inconsistent with any Corps rule, criteria, permit, or the intent and purposes of these Restrictions.

5. **Taxes:** Declarant shall pay any and all applicable real property taxes and assessments levied by competent taxing authority on the Property.

6. **Maintenance:** Declarant shall, at Declarant's sole expense, operate, maintain and keep up the Property consistent with the purpose of these Restrictions. Declarant shall remove from the Property any nuisance, exotic, or non-native plants as listed by the State of Kansas and shall maintain the hydrology of the Property as it currently exists or as otherwise required by the Permit.

7. **Hazardous Waste:** Declarant covenants that if any hazardous substances or toxic waste exist or has been generated, treated, stored, used, disposed of, or deposited in or on the Property, or there are or have been any underground storage tanks on the Property, Declarant shall be responsible for any and all necessary costs of remediation.

8. **Public Access:** No right of access by the general public to any portion of the Property is conveyed by these Restrictions, except for enjoyment of the property as a wetlands preserve, as contemplated by Sections 1.3 and 4.8 and Exhibit 7 to the Permit application, and the corresponding conditions of the Permit, and Grantor further covenants not to hold any portion of the Property open to general use by the public except with the written permission of the Corps, except for enjoyment of the property as a wetlands preserve.

9. **Liability:** Declarant shall continue to retain all liability for any injury or damage to the person or property of third parties that may occur on the Property arising from solely by reason of ownership of the Property. Neither Declarant, nor any person claiming by or through Declarant, shall hold the Corps or any Owner liable for any damage or injury to the person or property of third parties that may occur on the Property.

10. **Recording Requirements:** Declarant shall record these Restrictions in the official records of Sedgwick County, Kansas, and shall re-record these Restrictions at any time the Corps may require to preserve its rights. Declarant shall pay all recording costs and taxes necessary at any time to record these Restrictions in the public records. Declarant shall thereafter insert the terms and restrictions of these Restrictions in any deed or other legal instrument by which Declarant divests himself/herself/itself of any interest in the Development, and shall provide a copy of these Restrictions to the new owner(s).

11. **Enforcement:** The terms and conditions of these Restrictions may be enforced in an action at law or equity by the Corps against the Declarant or any other party violating or attempting to violate these Restrictions. Venue for any such action shall be in Sedgwick County, Kansas. Enforcement of these Restrictions shall be at the reasonable discretion of the Corps, and any forbearance on behalf of the Corps to exercise any right hereunder in the event of any breach by Declarant shall not be deemed or construed to be a waiver of rights. Any costs incurred in enforcing, judicially or otherwise, the terms, provisions, and restrictions of these Restrictions, including without limitation, the costs of suit, and attorney's fees, shall not be recoverable against the Corps. In addition, if the Corps shall prevail in an enforcement action, it shall be entitled to relief requiring the Declarant (or its successor in interest) to restore the land to the natural

vegetative and hydrologic condition existing at the time of execution of these Restrictions or to the vegetative and hydrologic condition required by the Permits.

12. Effect of Restrictions: These Restrictions shall take effect immediately upon declaration and shall run with the land in perpetuity. These Restrictions shall be deemed to survive unity of title. Declarant shall take no action to rescind, revoke, or otherwise nullify these Restrictions.

13. Successors: The covenants, terms, conditions, and restrictions of these Restrictions shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

14. Notices: All notices, consents, approvals, or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest. Any and all notices to the Declarant may be addressed to:

Legal Department
Cadillac Lake, LLC
727 North Waco, Suite 400
Wichita, Kansas 67203

15. Severability: If any provision of these Restrictions or the application thereof to any person or circumstances is found to be invalid, the remainder of the Restrictions shall not be affected thereby, as long as the purpose of these Restrictions is preserved.

16. Alteration or Revocation: These Restrictions may be amended, altered, released, canceled, or revoked only by written agreement between all then-current owners of all parcels of land located in the Development as shown the by the public records of Sedgwick County, Kansas. No action shall be taken, however, without advance written approval by the Corps. Corps approval shall be by letter attached as an exhibit to the document amending, altering, canceling, or revoking the Restrictions, and said letter shall be informal and shall not require notarization. It is understood and agreed that Corps approval requires a minimum of sixty (60) days written notice to the Corps, and that the Corps may require substitute or additional mitigation, a separate conservation easement or alternate deed restrictions, or other requirements as a condition of approval. Any amendment, alteration, release, cancellation, or revocation together with written Corps approval thereof shall then be filed in the public records of Sedgwick County, Kansas, within 30 days thereafter.

17. Controlling Law: The interpretation and performance of these Restrictions shall be governed by the laws of the State of Kansas.

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Covenants and Restrictions this 15th day of December, 2015.

Signed in the presence of:

DECLARANT:

Kim Fowles
Print Witness Name: Kim Fowles

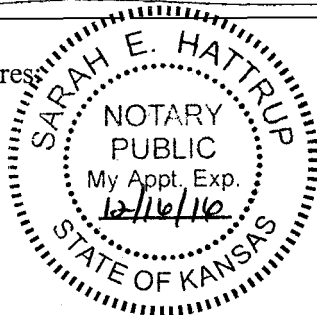
Maggie Day
Print Witness Name: Maggie Day

Cadillac Lake, LLC
By: [Signature]
Print: Jerry D. Jones
Title: Vice-President

STATE OF KANSAS
COUNTY OF Sedgwick

The foregoing Declaration of Restrictive Covenants was acknowledged before me this 15th day of December, 2015, by Jerry D. Jones as Vice-President of Cadillac Lake, LLC who is personally known to me ~~or has produced~~ as identification.

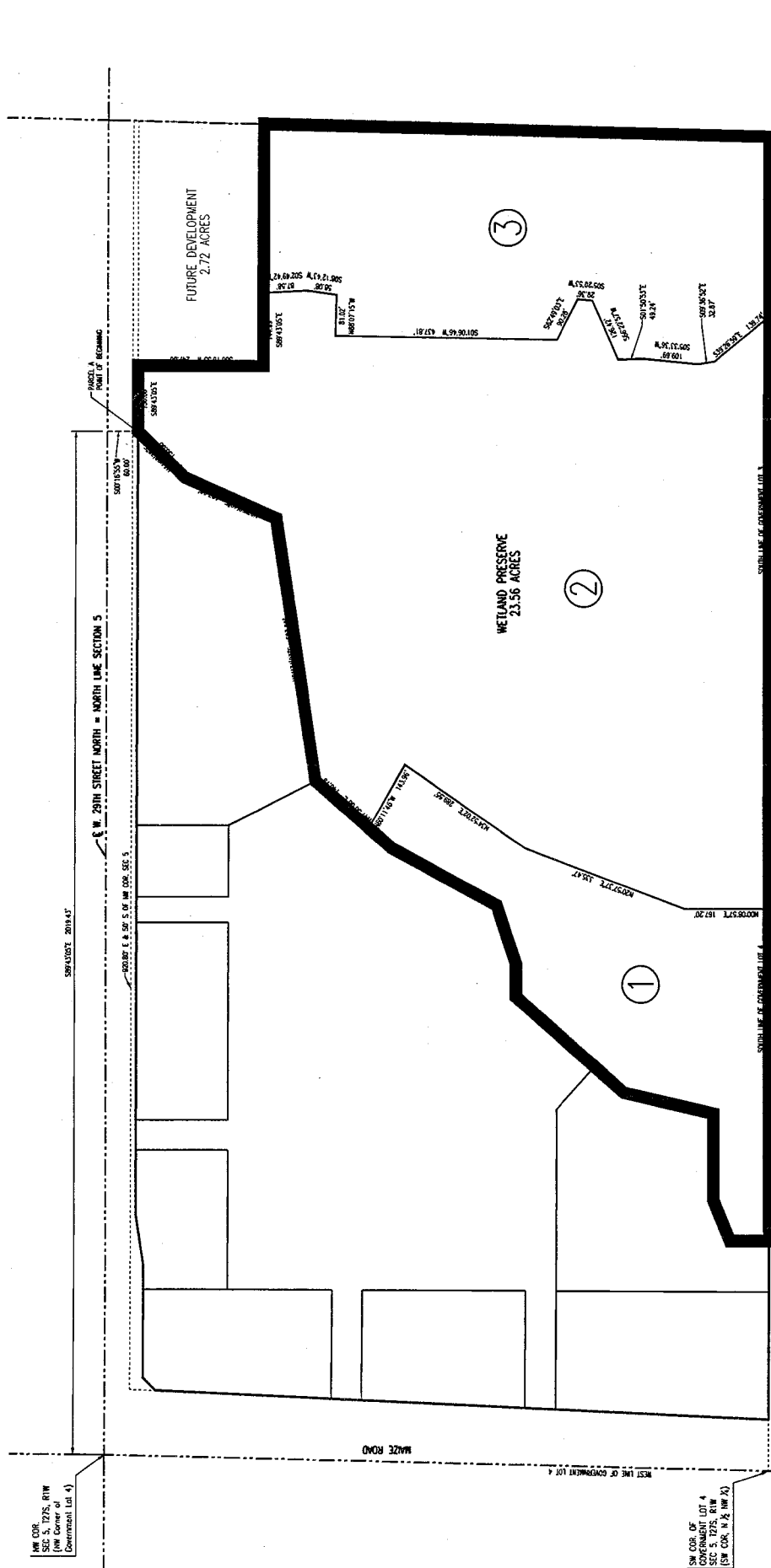
My Commission Expires:



[Signature]
NOTARY PUBLIC

CADILLAC LAKE

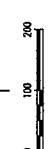
OWNER: CADILLAC LAKE, LLC
227 NORTH WACO STREET 400
MICHIA, KANSAS 67203
SEPTEMBER 16, 2015



RESERVE AREA

①	OPEN WATER	5.97 ACRES
②	WETLAND PRESERVE (MITIGATION SITE)	23.56 ACRES
③	DETENTION STORAGE	9.71 ACRES
	TOTAL RESERVE AREA	38.70 ACRES

EXHIBIT 6

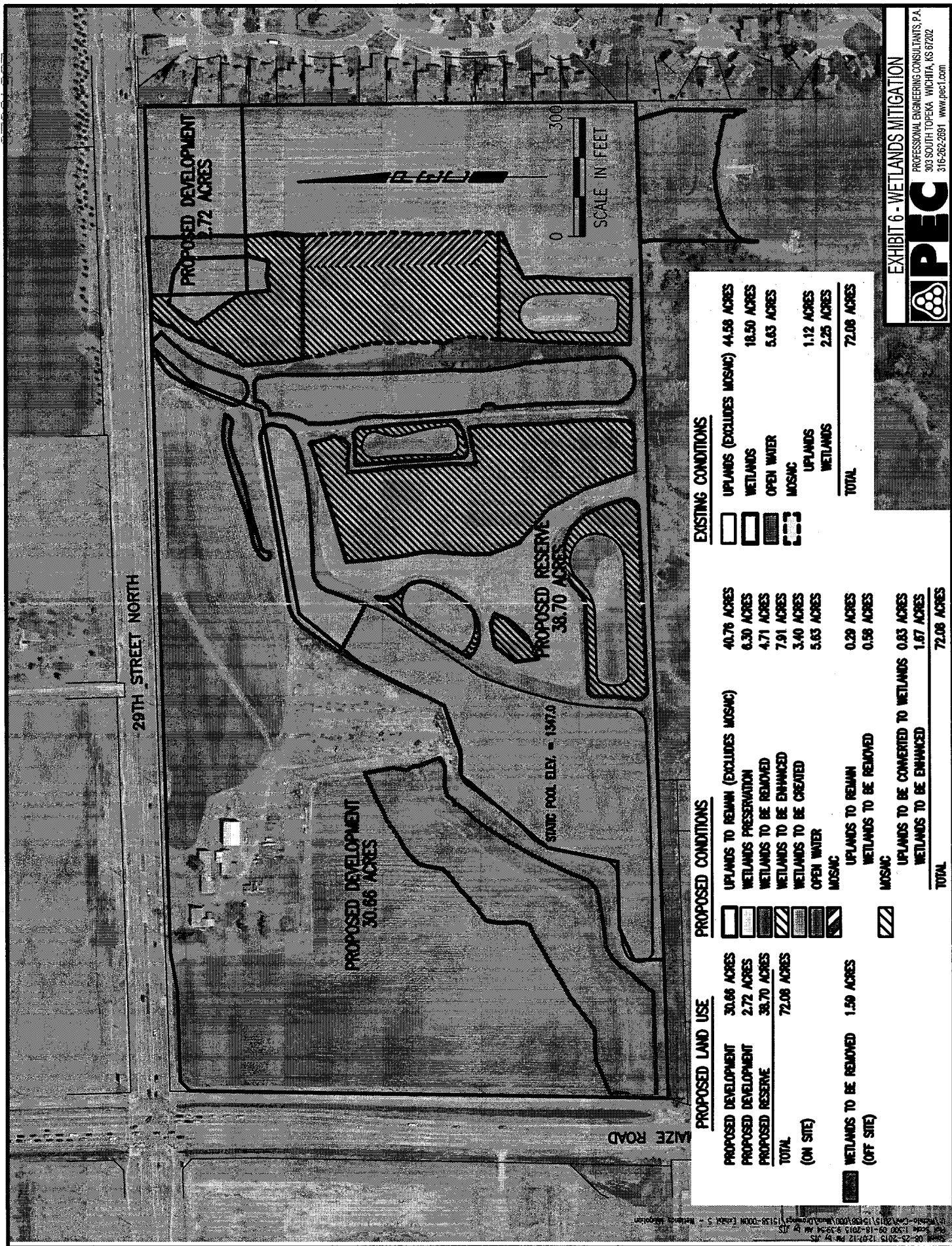


PROFESSIONAL ENGINEER AND SURVEYOR
300 SOUTH DOWNEY, MICHIA, KS 67202
316-261-2881 www.pec.com

WETLAND PRESERVE (MITIGATION SITE) LEGAL DESCRIPTION

A tract of land lying within the Northwest Quarter of Section 5, Township 27 South, Range 1 West of the 6th P.M., being more particularly described as follows:

COMMENCING at the Northwest corner of the Northwest Quarter of Section 5, Township 27 South, Range 1 West of the 6th P.M.; Thence Bearing S89°43'05"E, along the North line of said Northwest Quarter, a distance of 2,019.43 feet; Thence Bearing S00°16'55"W, a distance of 60.00 feet to the **POINT OF BEGINNING**; Thence Bearing S89°43'05"E, parallel with and 60.00 feet south of said North line, a distance of 130.00 feet; Thence Bearing S00°16'55"W, a distance of 247.00 feet; Thence Bearing S89°43'05"E, a distance of 144.99 feet; Thence Bearing S02°49'42"E, a distance of 87.58 feet; Thence Bearing S08°12'43"W, a distance of 58.08 feet; Thence Bearing N88°07'15"W, a distance of 81.02 feet; Thence Bearing S01°06'46"W, a distance of 437.81 feet; Thence Bearing S62°49'03"E, a distance of 90.28 feet; Thence Bearing S05°20'53"W, a distance of 29.36 feet; Thence Bearing S66°22'57"W, a distance of 126.42 feet; Thence Bearing S01°50'53"E, a distance of 49.24 feet; Thence Bearing S05°33'36"W, a distance of 109.69 feet; Thence Bearing S09°36'52"E, a distance of 32.87 feet; Thence Bearing S39°26'59"E, a distance of 139.74 feet to the South line of Government Lot 3; Thence Bearing N89°51'03"W, along said South line, a distance of 1,170.43 feet; Thence Bearing N00°08'57"E, a distance of 167.20 feet; Thence Bearing N20°57'37"E, a distance of 335.47 feet; Thence Bearing N34°52'02"E, a distance of 289.55 feet; Thence Bearing N60°11'46"W, a distance of 143.96 feet; Thence Bearing N41°30'08"E, a distance of 140.79 feet; Thence Bearing N81°34'23"E, a distance of 523.89 feet; Thence Bearing N23°58'40"E, a distance of 197.00 feet; Thence Bearing N44°06'36"E, a distance of 130.00 feet to the **POINT OF BEGINNING**. (said tract containing 23.555 acres, more or less)



EXISTING CONDITIONS	
	UPLANDS (EXCLUDES MOSHC) 44.58 ACRES
	WETLANDS 18.50 ACRES
	OPEN WATER 5.63 ACRES
	MOSHC 1.12 ACRES
	UPLANDS 2.25 ACRES
	WETLANDS 72.08 ACRES
	TOTAL

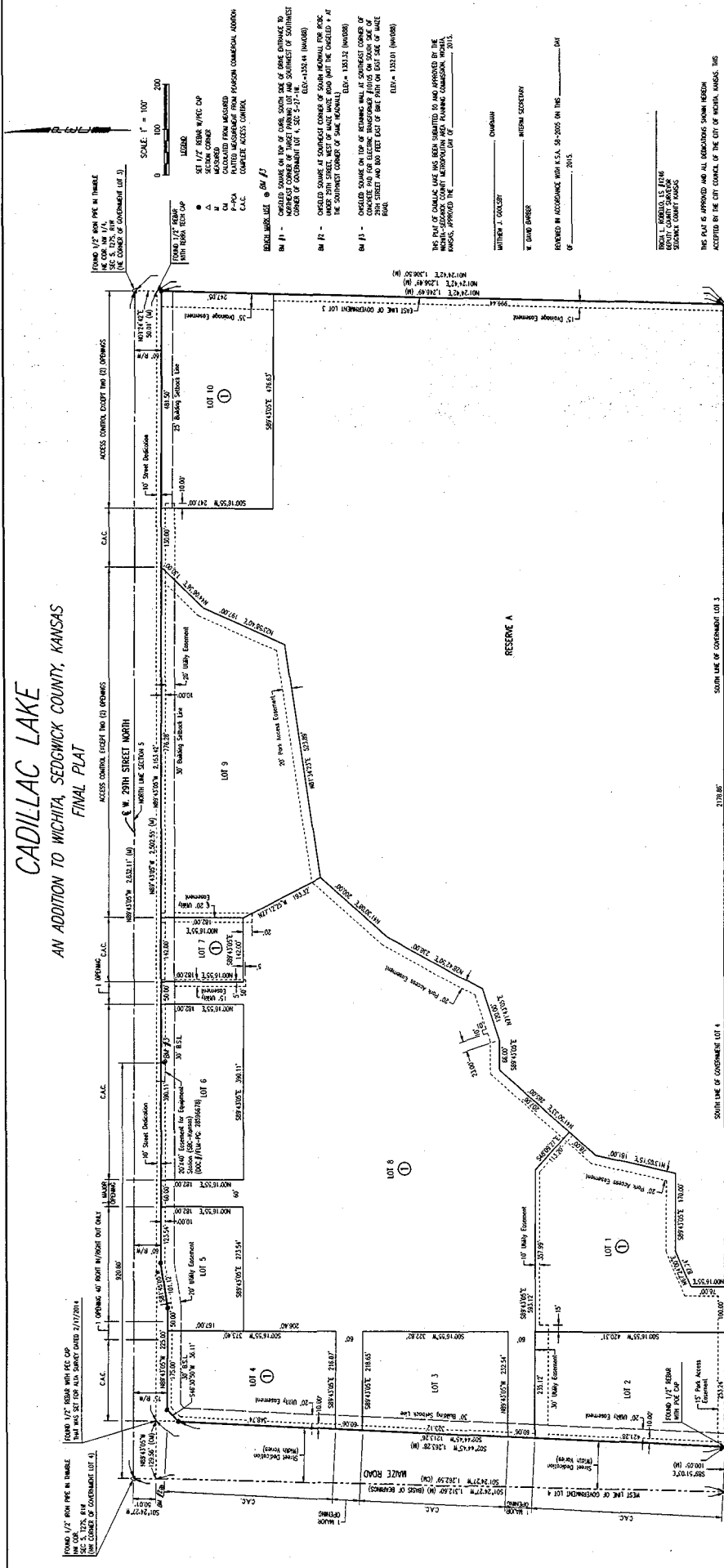

PROPOSED CONDITIONS	
	UPLANDS TO REMAIN (EXCLUDES MOSHC) 40.76 ACRES
	WETLANDS PRESERVATION 6.30 ACRES
	WETLANDS TO BE REMOVED 4.71 ACRES
	WETLANDS TO BE ENHANCED 7.91 ACRES
	WETLANDS TO BE CREATED 3.40 ACRES
	OPEN WATER 5.63 ACRES
	MOSHC 0.29 ACRES
	UPLANDS TO REMAIN 0.58 ACRES
	WETLANDS TO BE REMOVED 0.83 ACRES
	UPLANDS TO BE CONVERTED TO WETLANDS 1.87 ACRES
	WETLANDS TO BE ENHANCED 72.08 ACRES
	TOTAL

PROPOSED LAND USE	
	PROPOSED DEVELOPMENT 30.66 ACRES
	PROPOSED DEVELOPMENT 2.72 ACRES
	PROPOSED RESERVE 38.70 ACRES
	TOTAL (ON SITE) 72.08 ACRES
	WETLANDS TO BE REMOVED 1.59 ACRES
	(OFF SITE)

EXHIBIT 6 - WETLANDS MITIGATION

PEC
 PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
 303 SOUTH TOPEKA WICHITA, KS 67202
 316-262-2691 www.pec1.com



[illegible][illegible][illegible][illegible][illegible]

PEC
PROFESSIONAL ENGINEERING CONSULTANTS P.A.
333 SOUTH TOPEKA AVENUE, SUITE 200
TOPEKA, KS 66602
316-287-2881 www.pecf.com



Sedgwick County
Register of Deeds - Bill Mask
Doc.#/Flm-Pg: 29576885

Receipt #: 1958516
Pages Recorded: 2

Recording Fee: \$20.00

Cashier: chowell

Authorized By:

Date Recorded: 12/16/2015 11:49:41 AM



QUIT CLAIM DEED

FOR AND IN CONSIDERATION of the sum of one dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **CADILLAC LAKE, LLC, a Kansas limited liability company** quit claims to **THE CITY OF WICHITA, KANSAS, a municipal corporation**, the following-described real property located in Sedgwick County, Kansas, to-wit:

Reserve A, Cadillac Lake, an Addition to Wichita, Sedgwick County, Kansas

and

A tract of land lying within the Northwest Quarter of Section 5, Township 27 South, Range 1 West of the 6th P.M., being more particularly described as follows:

COMMENCING at the Northeast corner of the Northwest Quarter of Section 5, Township 27 South, Range 1 West of the 6th P.M.; Thence Bearing N89°43'05"W, along the North line of said Northwest Quarter, a distance of 612.68 feet; Thence Bearing S00°16'55"W, a distance of 60.00 feet to the POINT OF BEGINNING; Thence Bearing N89°43'05"W, parallel with and 60.00 feet South of the North line of said Northwest Quarter, a distance of 228.60 feet; Thence Bearing S00°16'55"W, a distance of 283.27 feet; Thence Bearing N81°34'23"E, a distance of 60.10 feet; Thence Bearing N23°58'40"E, a distance of 197.00 feet; Thence Bearing N44°06'36"E, a distance of 130.00 feet to the POINT OF BEGINNING. (Said tract of land containing 0.811 acres, more or less.)

IN WITNESS WHEREOF, Cadillac Lake, LLC has caused this Quit Claim Deed to be executed by its authorized representative on this 15th day of December 2015.

CADILLAC LAKE, LLC

Jerry D. Jones
Vice-President

KF

Exemption # 4

Return to City Clerk's Office 455 N. MAIN

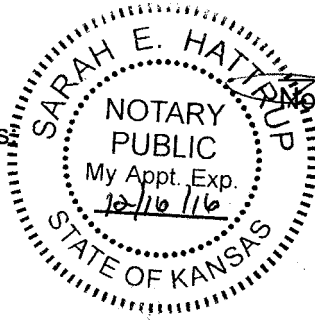
STATE OF KANSAS

)
) ss:
)

SEDGWICK COUNTY

The foregoing Quit Claim Deed was acknowledged this 15th day of December, 2015 by Jerry D. Jones, Vice President of Cadillac Lake, LLC, a Kansas limited liability company.

My commission expires



Notary Public

City of Wichita
City Council Meeting
March 1, 2016

TO: Mayor and City Council Members

SUBJECT: Ordinance Amendments to Title 4 of the Code of the City of Wichita Pertaining to Regulation and Licensing of Alcoholic Liquor and Cereal Malt Beverages, and Repeal of Charter Ordinance No. 105 Regarding Fees for such Licenses; Abandoning with No Second Reading Similar Ordinances. (All Districts)

INITIATED BY: Law Department

AGENDA: New Business

Recommendation: Place the ordinances on first reading and abandon, with no second reading, ordinances presented to the City Council on March 17, 2015.

Background: Kansas law has been amended and now requires that all licenses regulating liquor by the drink, including those issued by municipalities, be two years in duration requiring ordinance amendments to bring the City Code into compliance with state law. Additional amendments are proposed which implement statutory changes made by the legislature through the 2015 legislative session. Finally, the proposed amendments incorporate into Title 4 certain regulatory measures regarding alcoholic liquor (AL) and cereal malt beverage (CMB) that are found in other locations in the City Code and address specific regulatory issues that are designed to make the licensing process simpler.

Earlier versions of these ordinance amendments were placed on first reading by the City Council on March 17, 2015. Intervening legislative action rendered some of the proposed changes no longer workable, requiring that new amendments be drafted for the City Council's consideration and that the initial amendments be abandoned with no second reading.

Analysis: The proposed amendments represent a revision of Title 4 of the City Code, which regulates AL and CMB. This review process has been ongoing for over one year and included staff from Law, Police, Finance, Fire and Zoning. Amendments proposed to the three chapters in Title 4 include the following substantive changes:

- Incorporation of license fees for AL and CMB into Title 4 from Charter Ordinance #105 making the fee structure easier to find and amend if necessary.
- Implementation of two-year licenses for sale of AL as required by state law with the process to phase in this change.
- Inclusion of recent changes made by the Kansas legislature regarding offering of samples by retail liquor stores, drinking establishments and private clubs and allowing complementary AL and CMB to be served at charitable events and events supporting the arts without the need for a temporary alcohol sales permit or a special event cereal malt beverage retailer's permit.
- Incorporation of provisions enacted by the 2015 legislature allowing sale of AL at special events upon public streets, sidewalks and alleys by licensed caterers.
- Incorporation of provisions enacted by the 2015 legislature prohibiting the sale or serving of powdered alcohol.
- The identical treatment of AL and CMB regarding possession of an open container on public property and consumption in public.

- Clarification of the exemption from the prohibition against consumption of AL in downtown parks and for parks subject to long term leases. This provision was considered by the Board of Park Commissioners at their August 10, 2015 meeting.
- Incorporation of Sunday sales law into Title 4, making it accessible to users.
- Repeal of sections involving outdated regulations that are no longer usable or applicable.
- Amendment of all penalties to conform to those set forth in state statutes.
- Creation of sections that mirror state law and clearly identify each type of license required for the sale of AL and the rights and duties of the holders of each license.
- Addition of the definition of the term “guest” as applied by the state to provide clarification and assist with enforcement activity regarding private parties.

The proposed changes reorganize and clarify Title 4 by assembling all regulations pertaining to AL and CMB in one location, making the code easier to use by both the public and law enforcement. Additionally, drafting of future amendments made necessary by changes to state statutes will be simplified. Most of the ordinance changes have been drafted to mirror state law, although provisions do remain that are unique to Wichita and do not appear in the Kansas statutes. Unique provisions have been left unchanged that were drafted and adopted at the specific direction of present and prior City Councils and that represent an attempt to address a specific need or problem within the City of Wichita.

Financial Considerations: There are no anticipated financial impacts from these amendments. Annual drinking establishment license that now carry a \$250 fee will become two-year licenses with a \$500 fee. The City currently issues approximately 370 DE licenses annually.

Legal Considerations: The Law Department has prepared the proposed ordinances and approved as to form.

Recommendation/ Actions: It is recommended that the City Council place the ordinances on first reading, authorize all necessary signatures and abandon, with no second reading, ordinances presented to the City Council on March 17, 2015.

Attachments: Copy of the proposed new ordinances.

First Published in The Wichita Eagle on March 18, 2016

CLEAN

2/19/16

ORDINANCE NO.50-159

AN ORDINANCE AMENDING SECTIONS 4.04.010, 4.04.017, 4.04.020, 4.04.025, 4.04.040, 4.04.045, AND 4.04.070; CREATING SECTION 4.04.075 AND REPEALING SECTION 4.04.035 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO GENERAL PROVISIONS AND PROHIBITED ACTS INVOLVING INTOXICATING LIQUOR AND CEREAL MALT BEVERAGES.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. The title to Chapter 4.04 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Chapter 4.04. General Provisions and Prohibited Acts”

SECTION 2. Section 4.04.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Definitions. Unless otherwise expressly stated or the context clearly indicates a different intention, the following terms shall, for the purpose of this title, have the meanings indicated in this section. Any term used in this title that is not defined herein shall have the same meaning and definition as set forth in K.S.A. Chapter 41 and amendments thereto.

- (a) *‘Alcohol’* means the product of distillation of any fermented liquid, whether rectified or diluted, whatever the origin thereof, and includes synthetic ethyl alcohol but does not include denatured alcohol or wood alcohol.

- (b) *'Alcoholic liquor'* means alcohol, spirits, wine, beer, and every liquid or solid, patented or not, containing alcohol, spirits, wine or beer and capable of being consumed as a beverage by a human being, but shall not include any cereal malt beverage.
- (c) *'Barrier'* means any natural or manmade obstruction which precludes direct traffic, between a church or school and a private club, drinking establishment or a place of business at which cereal malt beverages are sold and is of such a character that it completely separates such establishments, including parking facilities. Barriers include, but are not limited to: rivers, railroad tracks, levees, and drainage ditches.
- (d) *'Beer'* modified, or limited by other words, means a beverage, containing more than 3.2% alcohol by weight, obtained by alcoholic fermentation of an infusion or concoction of barley, or other grain, malt, and hops in water and includes beer, ale, stout, lager beer, porter, and similar beverages having such alcoholic content.
- (e) *'Beneficial interest'* shall not include any interest a person may have as owner, operator, lessee or franchise holder of any licensed hotel or motel on the premises of which a club or drinking establishment is located.
- (f) *'Bus'* means every motor vehicle designed for carrying more than ten passengers and used for transportation of persons; and every motor vehicle, other than a taxicab, designed and used for the transportation of persons for compensation.

- (g) '*Caterer*' means an individual, partnership or corporation which sells alcoholic liquor by the individual drink or domestic beer, and provides services related to the serving thereof, on unlicensed premises which may be open to the public, but does not include a holder of a temporary permit, selling alcoholic liquor in accordance with the terms of such permit.
- (h) '*Cereal malt beverage*' means any fermented but undistilled liquor brewed or made from malt or from a mixture of malt or malt substitute or any flavored malt beverage, as defined in K.S.A. 41-2729, and amendments thereto, but does not include any such liquor which is more than 3.2% alcohol by weight.
- (i) '*Cereal malt beverage retailer*' means any person who sells or offers for sale any cereal malt beverage for use or consumption and not for resale in any form.
- (j) '*Class A club*' means a premises which is owned or leased by a corporation, partnership, business trust or association, and which is operated thereby as a bona fide nonprofit social, fraternal or war veterans' club, as determined by the director, for the exclusive use of the corporation stockholders, partners, trust beneficiaries or associates (hereinafter referred to as "members"), and their families and guests accompanying them.
- (k) '*Class B club*' means a premises operated for profit by a corporation, partnership or individual to which members of such club may resort for the consumption of food or alcoholic beverages and for entertainment.

- (l) *'Club'* means a Class A or Class B club.
- (m) *'Crime of moral turpitude'* means a crime involving dishonesty.
- (n) *'Director'* means the Director of Alcoholic Beverage Control of the Kansas State Department of Revenue.
- (o) *'Distributor'* shall have the meaning ascribed to it by K.S.A. 41-102 and amendments thereto.
- (p) *'Domestic beer'* means beer which contains not more than percent 10% alcohol by weight and which is manufactured in this state.
- (q) *'Drinking establishment'* means premises which may be open to the general public over 21 years of age, where alcoholic liquor by the individual drink is sold.
- (r) *'Drinking establishment/restaurant'* means premises which may be open to the general public, where alcoholic liquor by the individual drink is sold and which derive not less than 30% of its gross revenues from sales of food and beverages for consumption on such premises in a two month period. Failure on the part of the licensee to meet the 30% food sales criteria, or conviction of the licensee or any owner, officer, or employee of the licensee of any two violations of Section 4.16.130 of the City Code occurring on the licensed premises within one year shall result in the premises being reclassified as a drinking establishment as provided in Section 4.16.095(c) and any amendments thereto.
- (s) *'Employee'* means any person employed by a licensee in the business of selling cereal malt beverages or alcoholic liquor.

- (t) *'Food'* means any raw, cooked or processed edible substance or ingredient, other than alcoholic liquor or cereal malt beverage, used or intended for use or for sale, in whole or in part, for human consumption.
- (u) *'Gross revenues'* means only that income derived from cereal malt beverages, alcoholic liquor, and other food consumables.
- (v) *'Guest or Guests'* means a person or persons to whom a private or personal invitation, as opposed to a public announcement, has been extended for hospitality or entertainment. Paying customers or patrons of any kind of business establishment are not "guests" as the term is used in Section 4.04.040(d) of this code.
- (w) *'Hotel'* has the meaning ascribed to it by K.S.A. 36-501 and amendments thereto.
- (x) *'Individual drink'* means a beverage containing alcoholic liquor or cereal malt beverage served to an individual for consumption by such individual or another individual, but which is not intended to be consumed by two or more individuals. The term "individual drink" includes beverages containing not more than: (1) Eight ounces of wine; (2) 32 ounces of beer or cereal malt beverage; or (3) four ounces of a single spirit or a combination of spirits.
- (y) *'Legal age for consumption of cereal malt beverage'* means 21 years of age, except that *'legal age for consumption of cereal malt beverage'* shall mean 18 years of age if at any time the provisions of P.L. 98-363

penalizing states for permitting persons under 21 years of age to consume cereal malt beverage are repealed or otherwise invalidated or nullified.

- (z) *'Licensee'* means any person to whom a current license, temporary permit or special event retailer's permit has been issued pursuant to this chapter authorizing sale of cereal malt beverages and/or alcoholic liquor. This term shall also mean any person to whom a current license or temporary permit has been issued by the Director of Alcoholic Beverage Control pursuant to the Liquor Control Act or the Club and Drinking Establishment Act of the state of Kansas."
- (aa) *'Manager'* means the manager or assistant manager, or both, of any establishment licensed under this Title who is in charge of the daily operations of the establishment. A manager shall be deemed to be employed in connection with the dispensing, selling, mixing or serving of alcoholic liquor.
- (bb) *'Manufacture'* means to distill, rectify, ferment, brew, make, mix, concoct, process, blend, bottle or fill an original package with any alcoholic liquor, beer or cereal malt beverage.
- (cc) *'Manufacturer'* shall have the meaning ascribed to it by K.S.A. 41-102 and amendments thereto.
- (dd) *'Minor'* means any person under 21 years of age.
- (ee) *'Morals charge'* means a charge involving the sale of sexual relations, buying sexual relations, human trafficking, any crime defined in article 55 of chapter 21 of the Kansas Statutes Annotated and amendments thereto;

violation of K.S.A. 21-5604 and amendments thereto; gambling; bigamy; any violation of Chapter 5.26 of the Code of the City of Wichita and amendments thereto; or any crime defined in article 57 of chapter 21 of the Kansas Statutes Annotated and amendments thereto.

- (ff) *'Off-premises business'* means a business establishment which sells cereal malt beverages or alcoholic liquor in original unopened containers for consumption off of the licensed premises.
- (gg) *'Original package'* means any bottle, flask, jug, can, cask, barrel, keg, hogshead or other receptacle or container whatsoever, used, corked, or capped, sealed and labeled by the manufacturer of alcoholic liquor or cereal malt beverage to contain and to convey any alcoholic liquor or cereal malt beverage. Original container does not include a sleeve.
- (hh) *'Person'* means any natural person, corporation, partnership, trust or association. As used in Chapter 4.12, *'Person'* means any individual, firm, partnership, corporation or association.
- (ii) *'Place of business'* means any place, except a tavern, at which cereal malt beverages and/or alcoholic liquor are sold.
- (jj) *'Powdered alcohol'* means alcohol that is prepared in a powdered or crystal form for either direct use or for reconstitution in a nonalcoholic liquid.
- (kk) *'Premises'* means the specific area described in the license application and approved as the location upon which the cereal malt beverages and/or alcoholic liquor may be sold and/or consumed under the license.

- (ll) *'Public assembly area'* means the area of the licensed premises to which the general public has access for purposes including, but not limited to, food and drink consumption, entertainment, recreation, social functions or awaiting transportation.
- (mm) *'Retailer'* means a person who sells at retail, or offers for sale at retail, alcoholic liquors, and does not include a microbrewery, microdistillery or a farm winery, as those terms are defined in K.S.A. 41-102 and amendments thereto. Retailer also means any person who sells or offers for sale any cereal malt beverage for use or consumption and not for resale in any form.
- (nn) *'Sale'* means any transfer, exchange or barter in any manner or by any means whatsoever for a consideration; and includes all sales made by any person, whether principal, proprietor, agent, servant or employee.
- (oo) *'Sample'* means a serving of alcoholic liquor which contains not more than: (1) One-half ounce of distilled spirits; (2) one ounce of wine; or (3) two ounces of beer or cereal malt beverage. A sample of a mixed alcoholic beverage shall contain no more than one-half ounce of distilled spirits.
- (pp) *'School'* means the use of a site for instructional purposes on an elementary or secondary level, including both public schools as well as private schools that have curriculums similar to those in public schools.
- (qq) (1) *'Sell at retail'* and *'sale at retail'* refer to and mean sales for use or

consumption and not for resale in any form and sales to clubs, licensed drinking establishments, licensed caterers or holders of temporary permits.

(2) '*Sell at retail*' and '*sale at retail*' do not refer to or mean sales by a distributor, a microbrewery, a farm winery, a licensed club, a licensed drinking establishment, a licensed caterer or a holder of a temporary permit.

(rr) '*Special event*' means a picnic, bazaar, fair, festival or similar gatherings or events which have been issued a Community Event permit pursuant to Chapter 3.11 of the Code of the City of Wichita, where a temporary permit for the sale of cereal malt beverages or alcoholic liquor is issued pursuant to regulations established by this title, and the Kansas Club and Drinking Establishment Act and amendments thereto.

(ss) '*Spirits*' means any beverage which contains alcohol obtained by distillation, mixed with water or other substance in solution, and includes brandy, rum, whiskey, gin or other spirituous liquors, and such liquors when rectified, blended or otherwise mixed with alcohol or other substances.

(tt) '*Tavern*' means any business establishment licensed to sell cereal malt beverages for consumption on the premises that derives in any one month of the calendar year less than 50% of its gross revenues from the sale of food for consumption on the premises.

(uu) '*Temporary permit*' shall have the meaning ascribed to it by K.S.A. 41-2601 and amendments thereto.

- (vv) *To sell* includes to solicit or receive an order for, to keep or expose for sale and keep with intent to sell.
- (ww) *Vehicle* means every device in, upon or by which any person or property is or may be transported or drawn upon a highway, except electric personal assistive mobility devices or devices moved by human power or used exclusively upon stationary rails or tracks.
- (xx) *Wine* means any alcoholic beverage obtained by the normal alcoholic fermentation of the juice of sound, ripe grapes, fruits or berries or other agricultural products, including such beverages containing added alcohol or spirits or containing sugar added for the purpose of correcting natural deficiencies.
- (yy) *Wholesaler* means a distributor as defined by K.S.A. 41-2701 and amendments thereto.”

SECTION 3. Section 4.04.017 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Purchase or consumption of alcoholic beverage by minor; penalty; exception, use of preliminary breath test to determine violations.

(a) Except with regard to serving of alcoholic liquor or cereal malt beverage as permitted by K.S.A. 41-308a, 41-308b, 41-727a, 41-2610, 41-2652, 41-2704, and 41-2727, and amendments thereto, and subject to any rules and regulations adopted pursuant to such statutes, and as permitted by Section 4.12.140 and 4.16.080 of this Code, and amendments thereto, no person under 21 years of age shall possess, consume, obtain,

purchase or attempt to obtain or purchase any alcoholic beverage except as authorized by law.

(b) As used in this section, "alcoholic beverage" means any alcoholic liquor, as defined by Section 4.04.010(b) of the Code of the City of Wichita and amendments thereto, or any cereal malt beverage, as defined by Section 4.04.010(h) of the Code of the City of Wichita and amendments thereto.

(c) Violation of this section by a person 18 or more years of age but less than 21 years of age is a misdemeanor punishable by a minimum fine ~~is~~ of \$200, and not to exceed \$500, or by imprisonment not to exceed 30 days, or by both such fine and imprisonment.

(d) Any person less than 18 years of age who violates this section is a juvenile offender under the Kansas juvenile justice code. Upon adjudication thereof and as a condition of disposition, the court shall require the offender to pay a fine of not less than \$200 nor more than \$500.

(e) In addition to any other penalty provided for a violation of this section:

(1) The court may order the offender to do either or both of the following:

(A) perform 40 hours of public service; or

(B) attend and satisfactorily complete a suitable educational or training program dealing with the effects of alcohol or other chemical substances when ingested by humans; and

(2) upon a first conviction of a violation of this section, the court shall order the division of vehicles to suspend the driving privilege of such offender for

30 days. Upon receipt of the court order, the division shall notify the violator and suspend the driving privileges of the violator for 30 days whether or not that person has a driver's license.

(3) Upon a second conviction of a violation of this section, the court shall order the division of vehicles to suspend the driving privilege of such offender for 90 days. Upon receipt of the court order, the division shall notify the violator and suspend the driving privileges of the violator for 90 days whether or not that person has a driver's license.

(4) Upon a third or subsequent conviction of a violation of this section, the court shall order the division of vehicles to suspend the driving privilege of such offender for one year. Upon receipt of the court order, the division shall notify the violator and suspend the driving privileges of the violator for one year whether or not that person has a driver's license.

(f) This section shall not apply to the possession and consumption of cereal malt beverage by a person under the legal age for consumption of cereal malt beverage when such possession and consumption is permitted and supervised, and such beverage is furnished, by the person's parent or legal guardian.

(g) A law enforcement officer may request a person under 21 years of age to submit to a preliminary screening test of the person's breath to determine if alcohol has been consumed by such person if the officer has reasonable grounds to believe that the person has alcohol in the person's body except that, if the officer has reasonable grounds to believe the person has been operating or attempting to operate a vehicle under the influence of alcohol, the provisions of K.S.A. 8-1012, and amendments thereto, shall

apply. No waiting period shall apply to the use of a preliminary breath test under this subsection. If the person submits to the test, the results shall be used for the purpose of assisting law enforcing officers in determining whether an arrest should be made for violation of this section. A law enforcement officer may arrest a person based in whole or in part upon the results of a preliminary screening test. Such results or a refusal to submit to a preliminary breath test shall be admissible in court in any criminal action, but are not per se proof that the person has violated this section. The person may present to the court evidence to establish the positive preliminary screening test was not the result of a violation of this section.”

SECTION 4. Section 4.04.020 of the code of the City of Wichita, Kansas is hereby amended to read as follows:

“Certain sales, ~~etc.~~ at retail prohibited, hours of sale, Sunday sales.

(a) No alcoholic liquor shall be sold by any person at retail within the corporate limits of the city unless such person shall be licensed therefor and the Kansas Liquor Control Act.

(b) No person shall sell at retail any alcoholic liquor in the original package within the corporate limits of the city:

(1) At or from premises located in areas zoned for more restricted or higher use than "NR"—Neighborhood Retail, under Title 28 of this Code;

(2) At or from premises located within 200 feet of any public or parochial school, college or church; provided, that if any school, college or church shall be established within 200 feet of any retail premises licensed under the

provisions of the State Liquor Control Act after such premises have been licensed, then such premises shall be an eligible location for retail licensing;

(3) At or from premises which do not conform to the Wichita-Sedgwick County Uniform Building and Trade Code, that violate the Wichita-Sedgwick County Unified Zoning Code, any city health or fire code, or any of the provisions of this title.

(4) On Easter Sunday, Thanksgiving Day and Christmas Day;

(5) Before 9 a.m. or after 11 p.m. on any day when the sale of alcoholic liquor at retail is permitted; or

(6) Pursuant to Ordinance No. 47-466, on any Sunday other than Easter Sunday before 12 noon or after 8 p.m.

(c) Any person who violates any of the provisions of this section is guilty of a misdemeanor and upon conviction shall be punished by a fine not to exceed \$500 or by imprisonment not to exceed six months, or by both such fine and imprisonment.”

SECTION 5. Section 4.04.025 of the code of the City of Wichita, Kansas is hereby amended to read as follows:

“Alcoholic liquor and cereal malt beverage – furnishing to minors, incapacitated persons—Prohibited acts.

(a) No person shall furnish alcoholic liquor or cereal malt beverage to a minor.

(1) Furnishing alcoholic liquor or cereal malt beverage to a minor is recklessly, directly or indirectly selling, giving, exchanging, buying for,

delivering, distributing or in any way furnishing any alcoholic liquor or cereal malt beverage to, for, on behalf of, or at the request of any minor.

(2) As used in this section, all terms have the meanings provided by Section 4.04.010 of the Code of the City of Wichita, Kansas, and amendments thereto.

(3) Any person violating any of the provisions of this subsection shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not less than \$200 nor more than \$1,000 or by imprisonment for not more than six months, or by both such fine and imprisonment.

(b) It shall be a defense to a prosecution under this section if:

(1) The defendant is a licensed retailer, club, drinking establishment, tavern, caterer, or holds a temporary permit or a special event retailer's permit, or is an employee thereof; and

(2) The defendant sold the alcoholic liquor or cereal malt beverage to the minor with reasonable cause to believe that the minor was 21 or more years of age; and

(3) To purchase the alcoholic liquor, the minor exhibited to the defendant a driver's license, Kansas nondriver's identification card or other official or apparently official document containing a photograph of the minor and purporting to establish that such minor was 21 or more years of age or of legal age for the consumption of alcoholic liquor or cereal malt beverage.

(c) This section shall not apply to wine intended for use and used by any church or religious organization for sacramental purposes.

(d) This section shall not apply to the furnishing of cereal malt beverage by a parent or legal guardian to such parent's child or such guardian's ward when such furnishing is permitted and supervised by the child's or ward's parent or legal guardian.

(e) No person shall recklessly, directly or indirectly, sell, give away, dispose of, exchange or deliver, purchase or buy for, distribute or permit the sale, gift or procuring of any alcoholic liquor to, for or on behalf of any person who is an incapacitated person, or any person who is physically or mentally incapacitated by the consumption of such liquor. Violation of this section is a misdemeanor punishable by a fine of not less than \$100 nor more than \$250 or by imprisonment not exceeding 30 days, or by both such fine and imprisonment."

SECTION 6. Section 4.04.040 of the code of the City of Wichita, Kansas is hereby amended to read as follows:

"Consumption and possession of alcoholic liquor and cereal malt beverages in public places prohibited – exceptions.

(a) It is unlawful for any person within the corporate limits of the city to consume or to have in such person's possession any open container of alcoholic beverage upon the public streets, alleys, roads or highways, or inside vehicles while upon the public streets, alleys, roads or highways except as follows:

(1) Alcoholic liquor may be sold and/or consumed at a special event held on public streets, alleys, roads, sidewalks or highways, provided that such streets, alleys, roads, sidewalks or highways have been closed to motor vehicle traffic by the City Council and when a temporary permit has been issued pursuant to K.S.A. 41-2645 and amendments thereto, for such event and the consumption of such

alcoholic liquor at such event has been approved by the City Council pursuant to Section 3.11.065.

(2) Cereal malt beverage may be possessed and/or consumed on any city street closed for a community event licensed pursuant to Chapter 3.11 of this Code where a written request for such consumption and possession and the community event are approved by the City Council.

(3) No alcoholic beverage may be consumed inside or on motor vehicles while on public streets, alleys, roads or highways at such special event.

(4) No person shall remove any alcoholic beverage from inside the boundaries of a special event as designated by the City Council pursuant to Section 3.11.065. The boundaries of such event shall be clearly marked by signs, a posted map or other means which reasonably identify the area in which alcoholic beverages may be possessed or consumed at such event.

(5) No person shall possess or consume alcoholic beverage inside the premises licensed as a special event that was not sold or provided by the licensee holding either the special event retailers permit or the temporary permit for such special event, whichever is applicable, or by an adjacent drinking establishment which has extended its licensed premises into and made a part of the licensed premises for such special event pursuant to K.S.A. 41-2645(e)(2) and Section 4.16.070 of this Code and amendments thereto.

(6) It shall be unlawful for any person to distribute, sell or allow the consumption of any alcoholic beverage on the streets or sidewalks within any special event without obtaining the approval of the City Council and any and all

necessary state and local permits for the sale or consumption of such alcoholic beverages.

(7) Each licensee selling alcoholic liquor for consumption on the premises of a special event for which a temporary permit has been issued shall be liable for violations of all laws governing the sale and consumption of alcoholic liquor.

(8) Any community event which is licensed to allow the sale, possession and/or consumption of alcoholic liquor and/or cereal malt beverage shall comply with the provisions of Section 3.11.065 of this Code regarding the possession, consumption or sale of such alcoholic liquor and/or cereal malt beverage.

(9) A person may possess alcoholic liquor upon the public streets, alleys, roads or highways, or inside vehicles while upon the public streets, alleys, roads or highways when transporting a container of alcoholic liquor from a licensed premises that is securely resealed as allowed by Section 4.16.155(c) of this Code.

(b) As used in this section, “alcoholic beverage” means any alcoholic liquor, as defined by Section 4.04.010(b) of this Code and any amendments thereto, and/or any cereal malt beverage as defined by Section 4.04.010(h) of this Code and any amendments thereto.

(c) As used in this section, alcoholic beverage will be considered to be in an open container unless in the original and unopened container, or securely resealed as required by Section 4.16.155(c) of this Code and amendments thereto.

(d) No person shall consume alcoholic liquor on private property except:

(1) On premises where the sale of liquor by the individual drink is authorized by this title and by the Club and Drinking Establishment Act of the State of Kansas;

- (2) Upon private property by a person occupying such property as an owner or lessee of an owner and by the guests of such person, if no charge is made for the serving or mixing of any drink or drinks of alcoholic liquor or for any substance mixed with any alcoholic liquor and if no sale of alcoholic liquor in violation of K.S.A. 41-803 and amendments thereto, takes place;
- (3) In a lodging room of any hotel, motel or boarding house by the person occupying such room and by the guests of such person, if no charge is made for the serving or mixing of any drink or drinks of alcoholic liquor or for any substance mixed with any alcoholic liquor and if no sale of such alcoholic liquor in violation of K.S.A. 41-803 and amendments thereto take place;
- (4) In private dining room of a hotel, motel or restaurant, if the dining room is rented or made available on special occasion to an individual or organization for a private party and if no sale of alcoholic liquor in violation of K.S.A. 41-803 and amendments thereto takes place;
- (5) On the premises of an unlicensed business as authorized by K.S.A. 2105 Supp. 41-719(i) and amendment thereto; and
- (6) On the premises of a manufacturer, microbrewery, microdistillery or farm winery, if authorized by K.S.A. 41-305, 41-308a, 41-308b or K.S.A. 41-354, and amendments thereto.
- (7) Any person or entity who is licensed to sell alcoholic liquor in the original package at retail may conduct wine, beer and distilled spirit tastings on the licensed premises or adjacent premises, monitored and regulated by the Division

of Alcoholic Beverage Control as set forth in K.S.A. 41-308d and Section 4.05.100 of this Code and amendments thereto.

- (e) No person shall consume or to have in such person's possession any open container of alcoholic liquor on public property except:
 - (1) On real property leased by a city to others under the provisions of K.S.A. 12-1740 through 12-1749, and amendments thereto, if such real property is actually being used for hotel or motel purposes incidental thereto.
 - (2) In any state-owned or operated building or structure and on the surrounding premises, which is furnished to and occupied by any state officer or employee as residence.
 - (3) On premises licensed as a club or drinking establishment and located on property owned or operated by the Wichita Airport Authority.
 - (4) On property which has been specifically exempted by ordinance the title of which is vested in the City of Wichita.
- (f) Any property located within the corporate limits of the City of Wichita that is under the control of the Kansas State Board of Regents and the Kansas State Board of Regents has exempted said property from the provisions of K.S.A. 41-719(c) and amendments thereto and said property is not used for classroom instruction.
- (g) On the premises of any Kansas national guard regional training center or armory, and any building on such premises, as authorized by rules and regulations of the adjutant general and upon approval of the Kansas military board.

(h) Violation of any provision of this section is a misdemeanor punishable by a fine of not less than \$50 nor more than \$200 or by imprisonment for not more than six months, or both.”

SECTION 7. Section 4.04.045 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

“Exemptions.

(a) The city, by virtue of the authority contained in K.S.A. 41-719 and amendments thereto, exempts the following properties from any prohibition against consumption of alcoholic liquor on public property contained in K.S.A. 41-719 and amendments thereto, and in Sections 4.04.040 of this Code: CityArts, the education building of the Wichita Area Treatment Education and Remediation (WATER) Center, Sports Hall of Fame, Lionel Alford Regional Library, Wichita-Sedgwick County Historical Museum, Century II, the Wichita Dwight D. Eisenhower National Airport, Colonel James Jabara Airport, Cowtown, the Wichita Art Museum, Mid-America All-Indian Center, Lawrence-Dumont Stadium, the Central Branch Wichita Public Library, the Kansas Aviation Museum (Historic Wichita Municipal Airport), Botanica -- the Wichita Gardens, the Hyatt Regency Wichita Hotel and Conference Center, Exploration Place, the Ice Sports Center of Wichita, the Wichita Boathouse, and the La Familia Senior Community Center, Inc. located at 841 W. 21st St. North.

(b) The city, by virtue of the authority contained in K.S.A. 41-719 and amendments thereto, exempts the following properties from any prohibition against consumption of alcoholic liquor on public property contained in K.S.A. 41-719 and amendments thereto, and in Sections 4.04.060 of this Code: the Old Town Farm and Art

Market, Nomar International Market, the Old Town Cinema Plaza, A. Price Woodard Park, Naftzger Park, Finlay Ross Park, Heritage Square Park, the vacant property located at 642 N. Seneca as described in a lease approved by the Wichita City Council on June 19, 2007 between the City of Wichita and the Kansas African American Museum, Inc., any open public property, that is owned by the City of Wichita and is located within the area bounded on the north by the south curb line of Douglas Avenue from the west curb line of Washington Avenue to the east bank of the Arkansas River, thence south to a line designated by the north edge of the Kellogg Flyover, thence east to the west curb line of Washington Avenue and thence north to the south curb line of Douglas Avenue to the point of origin, and the Douglas River Corridor Open Space which shall include the public property along the east bank of the Arkansas River extending north for 510 feet from a line designated by the north edge of the Douglas Avenue Bridge and abutting the Drury Plaza Hotel Broadview property line on the east and encompassing the Douglas River Corridor Gazebo and the paved walkway immediately to the north thereof. Provided, however, unless such property is subject to a lease agreement approved by the Wichita City Council or the Board of Park Commissioners, the properties referred to in this subsection shall be considered exempted only under the following circumstances:

- (1) when either a community event or temporary entertainment district has been approved by the City Council, or
- (2) if an activity does not require a community event permit, when the written consent of the City Manager or the Manager's designee has been obtained, or if park property when the written consent of the Director of Park and Recreation or the Director's designee has been obtained, and

(3) when a license for the sale of alcohol has been issued if such license is necessary.

(4) Any property subject to a lease agreement as set forth above shall be considered exempt at any time and the conditions upon which consumption of alcoholic liquor is allowed shall be subject to the control of the applicable lessee.”

SECTION 8. Section 4.04.070 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Acts with regard to alcoholic liquor prohibited, exceptions, serving of complimentary alcoholic beverages at certain events allowed. No person shall manufacture, bottle, blend, sell, barter, transport, deliver, furnish or possess any alcoholic liquor for beverage purposes, except as specifically provided in this title and by the Kansas Liquor Control Act, by the Kansas Club and Drinking Establishment Act, or Article 27 of Chapter 41 of the Kansas Statutes Annotated, and amendments thereto, except that nothing contained in this act shall prevent:

(a) The possession and transportation of alcoholic liquor for the personal use of the possessor, the possessor's family and guests except that the provisions of this title and K.S.A. 41-407 and amendments thereto shall be applicable to all persons;

(b) The making of wine, cider, or beer by a person from fruit, vegetables or grains, or the product thereof, by simple fermentation and without distillation, if it is made solely for the use of the maker and the maker's family;

(c) Any duly licensed practicing physician or dentist from possessing or using alcoholic liquor in the strict practice of the medical or dental profession;

(d) Any hospital or other institution caring for sick and diseased persons, from possessing and using alcoholic liquor for the treatment of bona fide patients of such hospital or institution;

(e) Any drugstore employing a licensed pharmacist from possessing and using alcoholic liquor in the compounding of prescriptions of duly licensed physicians; ~~or~~

(f) The possession and dispensation of wine by an authorized representative of any church for the purpose of conducting any bona fide rite or religious ceremony conducted by such church;

(g) The sale of wine to a consumer in this state as allowed in K.S.A. 41-104(g) and amendments thereto;

(h) The serving of complimentary alcoholic liquor or cereal malt beverages at fund raising activities of charitable organizations as defined by K.S.A. 17-1760, and amendments thereto, and as qualified pursuant to 26 U.S.C.A. § 501(c) and by committees formed pursuant to K.S.A. 25-4142 et seq., and amendments thereto. The serving of such alcoholic liquor at such fund raising activities shall not constitute a sale pursuant to this title, the Kansas Liquor Control Act, the Club and Drinking Establishment Act or article 27 of chapter 41 of the Kansas Statutes Annotated, and amendments thereto. Any such fund raising activity shall not be required to obtain a license or a temporary permit pursuant to this title, the Kansas Liquor Control Act, the Club and Drinking Establishment Act or article 27 of chapter 41 of the Kansas Statutes Annotated, and amendments thereto; or

(i) The serving of complimentary alcoholic liquor or cereal malt beverage on the unlicensed premises of a business by the business owner or owner's agent at an event sponsored by a nonprofit organization promoting the arts and which has been approved by

ordinance or resolution of the City Council and whereby the Director of the Alcoholic Beverage Control has been notified thereof no less than 10 days in advance.”

SECTION 9. Section 4.04.075 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

“Nuisances; places and properties operated or used in violation of this Chapter. Any room, house, building, boat, vehicle, airplane, structure or place of any kind where alcoholic liquors are sold, manufactured, bartered or given away, in violation of this Chapter, or any building, structure or boats where persons are permitted to resort for the purpose of drinking alcoholic liquors in violation of this Chapter, or any place where such liquors are kept for sale, barter or gift in violation of this Chapter, and all such liquors and all property kept in and used in maintaining such a place, are each and all of them hereby declared to be a common nuisance. Any person who maintains or assists in maintaining such common nuisance is guilty of a misdemeanor and shall be punished and subject to the legal process as set forth in K.S.A. 41-805 and amendments thereto.”

SECTION 9. The original of Sections 4.04.010, 4.04.017, 4.04.020, 4.04.025, 4.04.035, 4.04.040, and 4.04.070 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 10. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 15th day of March, 2016.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magaña, City Attorney and
Director of Law

First Published in The Wichita Eagle on _____

DELINEATED

2/19/16

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 4.04.010, 4.04.017, 4.04.020, 4.04.025, 4.04.040, 4.04.045, AND 4.04.070; CREATING SECTION 4.04.075 AND REPEALING SECTION 4.04.035 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO GENERAL PROVISIONS AND PROHIBITED ACTS INVOLVING INTOXICATING LIQUOR AND CEREAL MALT BEVERAGES.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. The title to Chapter 4.04 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Chapter 4.04. In-General Provisions and Prohibited Acts”

SECTION 2. Section 4.04.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Definitions. Unless otherwise expressly stated or the context clearly indicates a different intention, the following terms shall, for the purpose of this title, have the meanings indicated in this section. Any term used in this title that is not defined herein shall have the same meaning and definition as set forth in K.S.A. Chapter 41 and amendments thereto.

- (a) *‘Alcohol’* means the product of distillation of any fermented liquid, whether rectified or diluted, whatever the origin thereof, and includes synthetic ethyl alcohol but does not include denatured alcohol or wood alcohol.

- (b) *'Alcoholic liquor'* means alcohol, spirits, wine, beer, and every liquid or solid, patented or not, containing alcohol, spirits, wine or beer and capable of being consumed as a beverage by a human being, but shall not include any cereal malt beverage.
- (c) *'Barrier'* means any natural or manmade obstruction which precludes direct traffic, between a church or school and a private club, drinking establishment or a place of business at which cereal malt beverages are sold and is of such a character that it completely separates such establishments, including parking facilities. Barriers include, but are not limited to: rivers, railroad tracks, levees, and drainage ditches.
- (d) *'Beer'* modified, or limited by other words, means a beverage, containing more than ~~three and two tenths percent~~ 3.2% alcohol by weight, obtained by alcoholic fermentation of an infusion or concoction of barley, or other grain, malt, and hops in water and includes beer, ale, stout, lager beer, porter, and similar beverages having such alcoholic content.
- (e) *'Beneficial interest'* shall not include any interest a person may have as owner, operator, lessee or franchise holder of any licensed hotel or motel on the premises of which a club or drinking establishment is located.
- (f) *'Bus'* means every motor vehicle designed for carrying more than ten passengers and used for transportation of persons; and every motor vehicle, other than a taxicab, designed and used for the transportation of persons for compensation.

- (g) '*Caterer*' means an individual, partnership or corporation which sells alcoholic liquor by the individual drink or domestic beer, and provides services related to the serving thereof, on unlicensed premises which may be open to the public, but does not include a holder of a temporary permit, selling alcoholic liquor in accordance with the terms of such permit.
- (h) '*Cereal malt beverage*' means any fermented but undistilled liquor brewed or made from malt or from a mixture of malt or malt substitute or any flavored malt beverage, as defined in K.S.A. 41-2729, and amendments thereto, but does not include any such liquor which is more than ~~three and two-tenths percent~~ 3.2% alcohol by weight.
- (i) '*Cereal malt beverage retailer*' means any person who sells or offers for sale any cereal malt beverage for use or ~~compensation~~ consumption and not for resale in any form.
- (j) '*Class A club*' means a premises which is owned or leased by a corporation, partnership, business trust or association, and which is operated thereby as a bona fide nonprofit social, fraternal or war veterans' club, as determined by the director, for the exclusive use of the corporation stockholders, partners, trust beneficiaries or associates (hereinafter referred to as "members"), and their families and guests accompanying them.
- (k) '*Class B club*' means a premises operated for profit by a corporation, partnership or individual to which members of such club may resort for the consumption of food or alcoholic beverages and for entertainment.

- (l) *'Club'* means a Class A or Class B club.
- (m) *'Crime of moral turpitude'* means a crime involving dishonesty.
- (n) *'Director'* means the Director of Alcoholic Beverage ~~Controls~~ Control of the Kansas State Department of Revenue.
- (o) *'Distributor'* shall have the meaning ascribed to it by K.S.A. 41-102 and amendments thereto.
- (p) *'Domestic beer'* means beer which contains not more than ~~eight~~ percent 10% alcohol by weight and which is manufactured in this state.
- ~~(q) *'Drink of alcoholic liquor'* means one individual serving of any beverage containing alcoholic liquor.~~
- ~~(r) *'Drink of cereal malt beverage'* means one individual serving of any cereal malt beverage not to exceed twelve ounces.~~
- (sq) *'Drinking establishment'* means premises which may be open to the general public over ~~twenty-one~~ 21 years of age, where alcoholic liquor by the individual drink is sold.
- (tr) *'Drinking establishment/restaurant'* means premises which may be open to the general public, where alcoholic liquor by the individual drink is sold and which derive not less than ~~thirty percent~~ 30% of its gross revenues from sales of food and beverages for consumption on such premises in a two month period. Failure on the part of the licensee to meet the ~~thirty percent~~ 30% food sales criteria, or conviction of the licensee or any owner, officer, or employee of the licensee of any two violations of Section 4.16.130 of the City Code occurring on the licensed premises within one

year shall result in the premises being reclassified as a drinking establishment as provided in Section 4.16.095(c) and any amendments thereto.

- (u) ~~'Drinking establishment/restaurant/event center'~~ means premises which may or may not be open to the public, are frequently rented out for public or private activities which are not repeated on a weekly basis, are not open to the public on a daily basis at times other than when an event is scheduled, and which derive at least thirty percent 30% of its gross revenue from sales of food and beverages for consumption on the premises in a six-month period.
- (vs) *'Employee'* means any person employed by a licensee in the business of selling cereal malt beverages or alcoholic liquor ~~by a licensee~~.
- (wt) *'Food'* means any raw, cooked or processed edible substance or ingredient, other than alcoholic liquor or cereal malt beverage, used or intended for use or for sale, in whole or in part, for human consumption.
- (xu) *'Gross revenues'* means only that income derived from cereal malt beverages, alcoholic liquor, and other food consumables.
- (v) 'Guest or Guests' means a person or persons to whom a private or personal invitation, as opposed to a public announcement, has been extended for hospitality or entertainment. Paying customers or patrons of any kind of business establishment are not "guests" as the term is used in Section 4.04.040(d) of this code.

- (yw) *'Hotel'* has the meaning ascribed to it by K.S.A. 36-501 and amendments thereto.
- (zx) *'Individual drink'* means a beverage containing alcoholic liquor or cereal malt beverage served to an individual for consumption by such individual or another individual, but which is not intended to be consumed by two or more individuals. The term "individual drink" includes beverages containing not more than: (1) Eight ounces of wine; (2) ~~thirty-two~~ 32 ounces of beer or cereal malt beverage; or (3) four ounces of a single spirit or a combination of spirits.
- (ay) *'Legal age for consumption of cereal malt beverage'* means ~~twenty-one~~ 21 years of age, except that 'legal age for consumption of cereal malt beverage' shall mean 18 years of age if at any time the provisions of P.L. 98-363 penalizing states for permitting persons under 21 years of age to consume cereal malt beverage are repealed or otherwise invalidated or nullified.
- (bz) *'Licensee'* means any person to whom a current ~~cereal malt beverages~~ license, temporary permit or special event retailer's permit has been issued pursuant to this chapter ~~by the city council~~, authorizing sale of cereal malt beverages and/or alcoholic liquor. ~~any person to whom a current club, drinking establishment, drinking establishment/restaurant, drinking establishment hotel, or caterer's license or temporary permit has been issued pursuant to this title and/or~~ This term shall also mean any person to whom a current club, drinking establishment, drinking establishment

~~hotel, or caterer's~~ license or temporary permit has been issued by the Director of Alcoholic Beverage Control pursuant to the ~~Kansas~~ Liquor Control Act or the Club and Drinking Establishment Act of the state of Kansas. K.S.A. 41-101 et seq., and amendments thereto."

- (~~ee~~aa) '*Manager*' means the manager or assistant manager, or both, of any establishment licensed under this Title who is in charge of the daily operations of the establishment. A manager shall be deemed to be employed in connection with the dispensing, selling, mixing or serving of alcoholic liquor.
- (~~dd~~bb) '*Manufacture*' means to distill, rectify, ferment, brew, make, mix, concoct, process, blend, bottle or fill an original package with any alcoholic liquor, beer or cereal malt beverage.
- (~~ee~~cc) '*Manufacturer*' shall have the meaning ascribed to it by K.S.A. 41-102 and amendments thereto.
- (~~ff~~dd) '*Minor*' means any person under ~~twenty-one~~ 21 years of age.
- (~~gg~~ee) '*Morals charge*' means a charge involving ~~prostitution or sodomy; pimping or promoting prostitution or sodomy; procuring any person; soliciting a child under eighteen year of age for any immoral act involving sex; the sale of sexual relations, buying sexual relations, human trafficking, any crime defined in article 55 of chapter 21 of the Kansas Statutes Annotated and amendments thereto; violation of K.S.A. 21-5604 and amendments thereto; rape; incest; indecent liberties with a child; gambling; illegal cohabitation; adultery; bigamy; a crime against nature;~~

~~lewd and lascivious behavior~~; any violation of Chapter 5.26 of the Code of the City of Wichita and amendments thereto; or any ~~violation of the Uniform Controlled Substances Act as set forth in K.S.A. 65-4101 et seq.~~ crime defined in article 57 of chapter 21 of the Kansas Statutes Annotated and amendments thereto.

- (~~hh~~ff) '*Off-premises business*' means a business establishment which sells cereal malt beverages or alcoholic liquor in original unopened containers for consumption off of the licensed premises.
- (~~gg~~gg) '*Original package*' means any bottle, flask, jug, can, cask, barrel, keg, hogshead or other receptacle or container whatsoever, used, corked, or capped, sealed and labeled by the manufacturer of alcoholic liquor or cereal malt beverage to contain and to convey any alcoholic liquor or cereal malt beverage. Original container does not include a sleeve.
- (~~hh~~hh) '*Person*' means any natural person, corporation, partnership, trust or association. As used in Chapter 4.12, '*Person*' means any individual, firm, partnership, corporation or association.
- (~~kk~~ii) '*Place of business*' means any place, except a tavern, at which cereal malt beverages and/or alcoholic liquor are sold.
- (jj) '*Powdered alcohol*' means alcohol that is prepared in a powdered or crystal form for either direct use or for reconstitution in a nonalcoholic liquid.

- (~~kk~~) *'Premises'* means the specific area described in the license application and approved as the location upon which the cereal malt beverages and/or alcoholic liquor may be sold and/or consumed under the license.
- (~~mm~~) *'Public assembly area'* means the area of the licensed premises to which the general public has access for purposes including, but not limited to, food and drink consumption, entertainment, recreation, social functions or awaiting transportation.
- (nn) ~~*'Public place'* means any place to which the general public has access and a right to resort for business, entertainment, or other lawful purpose, but does not necessarily mean a place devoted solely to the uses of the public. It shall also include the front or immediate area of any store, shop, restaurant, tavern or other place of business and also public grounds, areas or parks.~~
- (mm) *'Retailer'* means a person who sells at retail, or offers for sale at retail, alcoholic liquors, and does not include a microbrewery, microdistillery or a farm winery, as those terms are defined in K.S.A. 41-102 and amendments thereto. Retailer also means any person who sells or offers for sale any cereal malt beverage for use or consumption and not for resale in any form.
- (nn) *'Sale'* means any transfer, exchange or barter in any manner or by any means whatsoever for a consideration; and includes all sales made by any person, whether principal, proprietor, agent, servant or employee.

- (oo) 'Sample' means a serving of alcoholic liquor which contains not more than: (1) One-half ounce of distilled spirits; (2) one ounce of wine; or (3) two ounces of beer or cereal malt beverage. A sample of a mixed alcoholic beverage shall contain no more than one-half ounce of distilled spirits.
- (pp) 'School' means the use of a site for instructional purposes on an elementary or secondary level, including both public schools as well as private schools that have curriculums similar to those in public schools.
- (qq) (1) 'Sell at retail' and 'sale at retail' refer to and mean sales for use or consumption and not for resale in any form and sales to clubs, licensed drinking establishments, ~~licenses~~ licensed caterers or holders of temporary permits.
- (2) 'Sell at retail' and 'sale at retail' do not refer to or mean sales by a distributor, a microbrewery, a farm winery, a licensed club, a licensed drinking establishment, a licensed caterer or a holder of a temporary permit.
- (rr) 'Special event' means a picnic, bazaar, fair, festival or similar gatherings or events which have been issued a ~~community event license~~ Community Event permit pursuant to Chapter 3.11 of the Code of the City of Wichita, where a temporary permit for the sale of cereal malt beverages or alcoholic liquor is issued pursuant to regulations established by this title, and the Kansas Club and Drinking Establishment Act and amendments thereto.

- (ss) *'Spirits'* means any beverage which contains alcohol obtained by distillation, mixed with water or other substance in solution, and includes brandy, rum, whiskey, gin or other spirituous liquors, and such liquors when rectified, blended or otherwise mixed with alcohol or other substances.
- (tt) *'Tavern'* means any business establishment licensed to sell cereal malt beverages for consumption on the premises that derives in any one month of the calendar year less than ~~fifty percent~~ 50% of its gross revenues from the sale of food for consumption on the premises.
- (uu) *'Temporary permit'* shall have the meaning ascribed to it by K.S.A. 41-2601 and amendments thereto.
- (vv) *'To sell'* includes to solicit or receive an order for, to keep or expose for sale and keep with intent to sell.
- (ww) *'Vehicle'* means every device in, upon or by which any person or property is or may be transported or drawn upon a highway, except electric personal assistive mobility devices or devices moved by human power or used exclusively upon stationary rails or tracks.
- (~~wwxx~~) *'Wine'* means any alcoholic beverage obtained by the normal alcoholic fermentation of the juice of sound, ripe grapes, fruits or berries or other agricultural products, including such beverages containing added alcohol or spirits or containing sugar added for the purpose of correcting natural deficiencies.

(~~xx~~yy) 'Wholesaler' means a distributor as defined by K.S.A. 41-2701 and amendments thereto."

SECTION 3. Section 4.04.017 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Purchase or consumption of alcoholic beverage by minor; penalty; exception, use of preliminary breath test to determine violations.

(a) Except with regard to serving of alcoholic liquor or cereal malt beverage as permitted by K.S.A. 41-308a, 41-308b, 41-727a, 41-2610, 41-2652, 41-2704, and 41-2727, and amendments thereto, and subject to any rules and regulations adopted pursuant to such statutes, and as permitted by Section 4.12.140 and 4.16.080 of this Code, and amendments thereto, no person under 21 years of age shall possess, consume, obtain, purchase or attempt to obtain or purchase any alcoholic beverage except as authorized by law.

(b) As used in this section, "alcoholic beverage" means any alcoholic liquor, as defined by Section 4.04.010(b) of the Code of the City of Wichita and amendments thereto, or any cereal malt beverage, as defined by Section 4.04.010(h) of the Code of the City of Wichita and amendments thereto.

(c) Violation of this section by a person 18 or more years of age but less than 21 years of age is a misdemeanor ~~for which the~~ punishable by a minimum fine is of ~~two~~ ~~hundred dollars~~ \$200, and not to exceed \$500, or by imprisonment not to exceed 30 days, or by both such fine and imprisonment.

(d) Any person less than 18 years of age who violates this section is a juvenile offender under the Kansas juvenile justice code. Upon adjudication thereof and as a

condition of disposition, the court shall require the offender to pay a fine of not less than ~~two hundred dollars~~ \$200 nor more than ~~five hundred dollars~~ \$500.

(e) In addition to any other penalty provided for a violation of this section:

(1) The court may order the offender to do either or both of the following:

(A) perform 40 hours of public service; or

(B) attend and satisfactorily complete a suitable educational or training program dealing with the effects of alcohol or other chemical substances when ingested by humans; and

(2) upon a first conviction of a violation of this section, the court shall order the division of vehicles to suspend the driving privilege of such offender for 30 days. Upon receipt of the court order, the division shall notify the violator and suspend the driving privileges of the violator for 30 days whether or not that person has a driver's license.

(3) Upon a second conviction of a violation of this section, the court shall order the division of vehicles to suspend the driving privilege of such offender for 90 days. Upon receipt of the court order, the division shall notify the violator and suspend the driving privileges of the violator for 90 days whether or not that person has a driver's license.

(4) Upon a third or subsequent conviction of a violation of this section, the court shall order the division of vehicles to suspend the driving privilege of such offender for one year. Upon receipt of the court order, the division shall

notify the violator and suspend the driving privileges of the violator for one year whether or not that person has a driver's license.

(ef) This section shall not apply to the possession and consumption of cereal malt beverage by a person under the legal age for consumption of cereal malt beverage when such possession and consumption is permitted and supervised, and such beverage is furnished, by the person's parent or legal guardian.

(fg) A law enforcement officer may request a person under 21 years of age to submit to a preliminary screening test of the person's breath to determine if alcohol has been consumed by such person if the officer has reasonable grounds to believe that the person has alcohol in the person's body except that, if the officer has reasonable grounds to believe the person has been operating or attempting to operate a vehicle under the influence of alcohol, the provisions of K.S.A. 8-1012, and amendments thereto, shall apply. No waiting period shall apply to the use of a preliminary breath test under this subsection. If the person submits to the test, the results shall be used for the purpose of assisting law enforcing officers in determining whether an arrest should be made for violation of this section. A law enforcement officer may arrest a person based in whole or in part upon the results of a preliminary screening test. Such results or a refusal to submit to a preliminary breath test shall be admissible in court in any criminal action, but are not per se proof that the person has violated this section. The person may present to the court evidence to establish the positive preliminary screening test was not the result of a violation of this section.”

SECTION 4. Section 4.04.020 of the code of the City of Wichita, Kansas is hereby amended to read as follows:

“Certain sales, etc. at retail prohibited, hours of sale, Sunday sales.

(a) No alcoholic liquor shall be sold by any person at retail within the corporate limits of the city unless such person shall be licensed therefor ~~under the provisions of this title and the State~~ Kansas Liquor Control Act.

(b) No person shall sell at retail any alcoholic liquor in the original package within the corporate limits of the city:

(1) At or from premises located in areas zoned for more restricted or higher use than "NR"—Neighborhood Retail, under Title 28 of this Code;

(2) At or from premises located within ~~two hundred~~ 200 feet of any public or parochial school, college or church; provided, that if any school, college or church shall be established within ~~two hundred~~ 200 feet of any retail premises licensed under the provisions of the State Liquor Control Act ~~and of this Title~~ after such premises have been licensed, then such premises shall be an eligible location for retail licensing;

(3) At or from premises which do not conform to ~~Title 18 of this code, relative to the building code of the city~~ the Wichita-Sedgwick County Uniform Building and Trade Code, that violate the Wichita-Sedgwick County Unified Zoning Code, any city health or fire code, or any of the provisions of this title.

(4) On Easter Sunday, Thanksgiving Day and Christmas Day;

(5) Before 9 a.m. or after 11 p.m. on any day when the sale of alcoholic liquor at retail is permitted; or

(6) Pursuant to Ordinance No. 47-466, on any Sunday other than Easter Sunday before 12 noon or after 8 p.m.

(c) ~~Violation of subsection (a) or (b) of this section is a misdemeanor. Upon a first conviction of a violation of subsection (a) or (b) of this section, a person shall be sentenced to a fine of not less than one hundred dollars nor more than five hundred dollars; provided, however, for a second conviction the fine shall not be less than two hundred dollars nor more than five hundred dollars and for a third and subsequent conviction the fine shall not be less than five hundred dollars nor more than one thousand dollars. Any person who violates any of the provisions of this section is guilty of a misdemeanor and upon conviction shall be punished by a fine not to exceed \$500 or by imprisonment not to exceed six months, or by both such fine and imprisonment.”~~

SECTION 5. Section 4.04.025 of the code of the City of Wichita, Kansas is hereby amended to read as follows:

**“Alcoholic liquor and cereal malt beverage – furnishing to minors,
incapacitated persons—Prohibited acts.**

(a) No person shall furnish alcoholic liquor or cereal malt beverage to a minor.

(1) Furnishing alcoholic liquor or cereal malt beverage to a minor is recklessly, directly or indirectly selling, giving, exchanging, buying for, delivering, distributing or in any way furnishing any alcoholic liquor or cereal malt beverage to, for, on behalf of, or at the request of any minor.

(2) As used in this section, all terms have the meanings provided by Section 4.04.010 of the Code of the City of Wichita, Kansas, and amendments thereto.

(3) Any person violating any of the provisions of this subsection shall be guilty of a misdemeanor and upon a ~~first~~ conviction thereof shall be punished by a fine of not less than ~~two hundred dollars~~ \$200 nor more than ~~one thousand dollars~~ \$1,000 or by imprisonment for not more than six months, or by both such fine and imprisonment; ~~and upon a second conviction thereof shall be punished by a fine of not less than three hundred dollars nor more than one thousand dollars or by imprisonment for not more than six months or by both such fine and imprisonment; and upon a third or subsequent conviction thereof shall be punished by a fine of not less than five hundred dollars nor more than one thousand dollars or by imprisonment for not more than six months, or by both such fine and imprisonment.~~

(b) It shall be a defense to a prosecution under this section if:

(1) The defendant is a licensed retailer, club, drinking establishment, tavern, caterer, or holds a temporary permit or a special event retailer's permit, or is an employee thereof; and

(2) The defendant sold the alcoholic liquor or cereal malt beverage to the minor with reasonable cause to believe that the minor was ~~twenty-one~~ 21 or more years of age; and

(3) To purchase the alcoholic liquor, the minor exhibited to the defendant a driver's license, Kansas nondriver's identification card or other official or apparently official document containing a photograph of the minor and purporting to establish that such minor was ~~twenty-one~~ 21 or more years of age or of legal age for the consumption of alcoholic liquor or cereal malt beverage.

(c) This section shall not apply to wine intended for use and used by any church or religious organization for sacramental purposes.

(d) This section shall not apply to the furnishing of cereal malt beverage by a parent or legal guardian to such parent's child or such guardian's ward when such furnishing is permitted and supervised by the child's or ward's parent or legal guardian.

(e) No person shall recklessly, directly or indirectly, sell, give away, dispose of, exchange or deliver, purchase or buy for, distribute or permit the sale, gift or procuring of any alcoholic liquor to, for or on behalf of any person who is an incapacitated person, or any person who is physically or mentally incapacitated by the consumption of such liquor. Violation of this section is a misdemeanor. ~~Upon first conviction of a violation of this subsection, a person shall be punished~~ punishable by a fine of not less than ~~one hundred dollars~~ \$100 nor more than ~~two hundred fifty dollars~~ \$250 or by imprisonment not exceeding ~~thirty~~ 30 days, or by both such fine and imprisonment.”; ~~and upon a second conviction of a violation of this subsection, a person shall be punished by a fine of not less than two hundred dollars nor more than two hundred fifty dollars or by imprisonment not exceeding thirty days, or by both such fine and imprisonment; and upon a third or subsequent conviction for a violation of this subsection, a person shall be punished by a fine of two hundred fifty dollars or by imprisonment not exceeding thirty days or by both such fine and imprisonment.~~

~~(d) For the purpose of determining whether a conviction is a second, third or subsequent conviction under this section, all convictions for violation of the sections and chapters enumerated herein occurring within the immediately preceding eighteen months, including those prior to the effective date of this~~

~~section, shall be aggregated and considered together and it is irrelevant whether an offense occurred before or after conviction for a prior offense. ”~~

SECTION 6. Section 4.04.040 of the code of the City of Wichita, Kansas is hereby amended to read as follows:

“Consumption and possession of alcoholic liquor and cereal malt beverages in public places prohibited – exceptions.

(a) ~~Except as otherwise provided herein,~~ It is unlawful for any person within the corporate limits of the city to ~~drink or consume~~ or to have in such person’s possession any open container of alcoholic liquor beverage upon the public streets, alleys, roads or highways, or inside vehicles while upon the public streets, alleys, roads or highways except as follows:

(1) Alcoholic liquor may be sold and/or consumed at a special event held on public streets, alleys, roads, sidewalks or highways, provided that such streets, alleys, roads, sidewalks or highways have been closed to motor vehicle traffic by the City Council and when a temporary permit has been issued pursuant to K.S.A. 41-2645 and amendments thereto, for such event and the consumption of such alcoholic liquor at such event has been approved by the City Council pursuant to Section 3.11.065.

(2) Cereal malt beverage may be possessed and/or consumed on any city street closed for a community event licensed pursuant to Chapter 3.11 of this Code where a written request for such consumption and possession and the community event are approved by the City Council.

~~(2)~~(3) No alcoholic ~~liquor~~ beverage may be consumed inside or on motor vehicles while on public streets, alleys, roads or highways at such special event.

~~(3)~~(4) No person shall remove any alcoholic ~~liquor~~ beverage from inside the boundaries of a special event as designated by the City Council pursuant to Section 3.11.065. The boundaries of such event shall be clearly marked by signs, a posted map or other means which reasonably identify the area in which alcoholic ~~liquor~~ beverages may be possessed or consumed at such event.

~~(4)~~(5) No person shall possess or consume alcoholic ~~liquor~~ beverage inside the premises licensed as a special event that was not sold or provided by the licensee holding either the special event retailers permit or the temporary permit for such special event, whichever is applicable, or by an adjacent drinking establishment which has extended its licensed premises into and made a part of the licensed premises for such special event pursuant to K.S.A. 41-2645(e)(2) and Section 4.16.070 of this Code and amendments thereto.

~~(5)~~(6) It shall be unlawful for any person to distribute, sell or allow the consumption of any alcoholic ~~liquor~~ beverage on the streets or sidewalks within any special event without obtaining the approval of the City Council and any and all necessary state and local permits for the sale or consumption of such alcoholic ~~liquor~~ beverages.

~~(6)~~(7) Each licensee selling alcoholic liquor for consumption on the premises of a special event for which a temporary permit has been issued shall be liable for violations of all laws governing the sale and consumption of alcoholic liquor.

(8) Any community event which is licensed to allow the sale, possession and/or consumption of alcoholic liquor and/or cereal malt beverage shall comply with the provisions of Section 3.11.065 of this Code regarding the possession, consumption or sale of such alcoholic liquor and/or cereal malt beverage.

(9) A person may possess alcoholic liquor upon the public streets, alleys, roads or highways, or inside vehicles while upon the public streets, alleys, roads or highways when transporting a container of alcoholic liquor from a licensed premises that is securely resealed as allowed by Section 4.16.155(c) of this Code.

(b) As used in this section, “alcoholic beverage” means any alcoholic liquor, as defined by Section 4.04.010(b) of this Code and any amendments thereto, and/or any cereal malt beverage as defined by Section 4.04.010(h) of this Code and any amendments thereto.

(c) As used in this section, alcoholic beverage will be considered to be in an open container unless in the original and unopened container, or securely resealed as required by Section 4.16.155(c) of this Code and amendments thereto.

~~(b)~~ (d) No person shall ~~drink or~~ consume alcoholic liquor on private property except:

(1) On premises where the sale of liquor by the individual drink is authorized by this title and by the Club and Drinking Establishment Act of the State of Kansas;

(2) Upon private property by a person occupying such property as an owner or lessee of an owner and by the guests of such person, if no charge is made for the serving or mixing of any drink or drinks of alcoholic liquor or for any substance mixed with any alcoholic liquor and if no sale of alcoholic liquor in violation of K.S.A. 41-803 and amendments thereto, takes place;

- (3) In a lodging room of any hotel, motel or boarding house by the person occupying such room and by the guests of such person, if no charge is made for the serving or mixing of any drink or drinks of alcoholic liquor or for any substance mixed with any alcoholic liquor and if no sale of such alcoholic liquor in violation of K.S.A. 41-803 and amendments thereto take place;
- (4) In private dining room of a hotel, motel or restaurant, if the dining room is rented or made available on special occasion to an individual or organization for a private party and if no sale of alcoholic liquor in violation of K.S.A. 41-803 and amendments thereto takes place;
- (5) On the premises of an unlicensed business as authorized by K.S.A. 2105 Supp. 41-719(i) and amendment thereto; and
- (6) On the premises of a manufacturer, microbrewery, microdistillery or farm winery, if authorized by K.S.A. 41-305, 41-308a, 41-308b or ~~Section 2 of 2012 Substitute for House Bill 2689~~ K.S.A. 41-354, and amendments thereto.
- (7) Any person or entity who is licensed to sell alcoholic liquor in the original package at retail may conduct wine, beer and distilled spirit tastings on the licensed premises or adjacent premises, monitored and regulated by the ~~division of alcoholic beverage control~~ Division of Alcoholic Beverage Control as set forth in ~~Section 3 of 2012 Substitute for House Bill 2689~~ K.S.A. 41-308d and Section 4.05.100 of this Code and amendments thereto.
- (ee) No person shall ~~drink or consume~~ or to have in such person's possession any open container of alcoholic liquor on public property except:

- (1) On real property leased by a city to others under the provisions of K.S.A. 12-1740 through 12-1749, and amendments thereto, if such real property is actually being used for hotel or motel purposes incidental thereto.
- (2) In any state-owned or operated building or structure and on the surrounding premises, which is furnished to and occupied by any state officer or employee as residence.
- (3) On premises licensed as a club or drinking establishment and located on property owned or operated by the Wichita Airport Authority.
- ~~(d)~~ On property which has been specifically exempted by ordinance the title of which is vested in the City of Wichita.
- ~~(e)~~ Any property located within the corporate limits of the City of Wichita that is under the control of the Kansas State Board of Regents and the Kansas State Board of Regents has exempted said property from the provisions of K.S.A. 41-719(c) and amendments thereto and said property is not used for classroom instruction.
- ~~(f)~~ On the premises of any Kansas national guard regional training center or armory, and any building on such premises, as authorized by rules and regulations of the adjutant general and upon approval of the Kansas military board.
- ~~(g)~~ Violation of any provision of this section is a misdemeanor punishable by a fine of not less than ~~fifty dollars~~ \$50 nor more than ~~two hundred dollars~~ \$200 or by imprisonment for not more than six months, or both.”

SECTION 7. Section 4.04.045 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

“Exemptions.

(a) The city, by virtue of the authority contained in K.S.A. 41-719 and amendments thereto, exempts the following properties from any prohibition against consumption of alcoholic liquor on public property contained in K.S.A. 41-719 and amendments thereto, and in Sections 4.04.040, ~~4.16.020 and 4.16.030~~ of this Code: CityArts, the education building of the Wichita Area Treatment Education and Remediation (WATER) Center, Sports Hall of Fame, Lionel Alford Regional Library, Wichita-Sedgwick County Historical Museum, Century II, the Wichita ~~Mid-Continent~~ Dwight D. Eisenhower National Airport, Colonel James Jabara Airport, Cowtown, the Wichita Art Museum, Mid-America All-Indian Center, Lawrence-Dumont Stadium, the Central Branch Wichita Public Library, the Kansas Aviation Museum (Historic Wichita Municipal Airport), Botanica -- the Wichita Gardens, the Hyatt Regency Wichita Hotel and Conference Center, Exploration Place, the Ice Sports Center of Wichita, the Wichita Boathouse, and the La Familia Senior Community Center, Inc. located at 841 W. 21st St. North.

(b) The city, by virtue of the authority contained in K.S.A. 41-719 and amendments thereto, exempts the following properties from any prohibition against consumption of alcoholic liquor on public property contained in K.S.A. 41-719 and amendments thereto, and in Sections 4.04.060, ~~4.16.020 and 4.16.030~~ of this Code: the Old Town Farm and Art Market, Nomar International Market, the Old Town Cinema Plaza, A. Price Woodard Park, Naftzger Park, Finlay Ross Park, Heritage Square Park, the vacant property located at 642 N. Seneca as described in a lease approved by the Wichita City Council on June 19, 2007 between the City of Wichita and the Kansas African American Museum, Inc., ~~and~~ any open public property, that is owned by the City

of Wichita and is located within the area bounded on the north by the south curb line of Douglas Avenue from the west curb line of Washington Avenue to the east bank of the Arkansas River, thence south to a line designated by the north edge of the Kellogg Flyover, thence east to the west curb line of Washington Avenue and thence north to the south curb line of Douglas Avenue to the point of origin, and the Douglas River Corridor Open Space which shall include the public property along the east bank of the Arkansas River extending north for 510 feet from a line designated by the north edge of the Douglas Avenue Bridge and abutting the Drury Plaza Hotel Broadview property line on the east and encompassing the Douglas River Corridor Gazebo and the paved walkway immediately to the north thereof. Provided, however, unless such property is subject to a lease agreement approved by the Wichita City Council or the Board of Park Commissioners, these properties referred to in this subsection shall be considered exempted only under the following circumstances:

(1) when either a community event or temporary entertainment district has been approved by the City Council, or

(2) ~~when the written consent of the city manager or the manager's designee has been obtained~~ if an activity does not require a community event permit, when the written consent of the City Manager or the Manager's designee has been obtained, or if park property when the written consent of the Director of Park and Recreation or the Director's designee has been obtained, and

(3) when a license for the sale of alcohol has been issued if such license is necessary.

(4) Any property subject to a lease agreement as set forth above shall be considered exempt at any time and the conditions upon which consumption of alcoholic liquor is allowed shall be subject to the control of the applicable lessee.”

SECTION 8. Section 4.04.070 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“~~Manufacture of~~ Acts with regard to alcoholic liquor prohibited, exceptions, serving of complimentary alcoholic beverages at certain events allowed. Chapter inapplicable in certain cases. No person shall manufacture, bottle, blend, sell, barter, transport, deliver, furnish or possess any alcoholic liquor for beverage purposes, except as specifically provided in this title and by the Kansas Liquor Control Act, by the Kansas Club and Drinking Establishment Act, or Article 27 of Chapter 41 of the Kansas Statutes Annotated, and amendments thereto, except that nothing contained in this act shall prevent:

(a) The possession and transportation of alcoholic liquor for the personal use of the possessor, the possessor's family and guests except that the provisions of this title and ~~K.S.A. 41-1103 and amendments thereto relating to transportation and the provisions of~~ K.S.A. 41-407 and amendments thereto shall be applicable to all persons;

(b) The making of wine, cider, or beer by a person from fruit, vegetables or grains, or the product thereof, by simple fermentation and without distillation, if it is made solely for the use of the maker and the maker's family;

(c) Any duly licensed practicing physician or dentist from possessing or using alcoholic liquor in the strict practice of the medical or dental profession;

(d) Any hospital or other institution caring for sick and diseased persons, from possessing and using alcoholic liquor for the treatment of bona fide patients of such hospital or institution;

(e) Any drugstore employing a licensed pharmacist from possessing and using alcoholic liquor in the compounding of prescriptions of duly licensed physicians; ~~or~~

(f) The possession and dispensation of wine by an authorized representative of any church for the purpose of conducting any bona fide rite or religious ceremony conducted by such church;

(g) ~~The sale or possession of flavoring extracts, syrups or medicinal, scientific, culinary or toilet preparations or food products unfit for beverage purposes.~~ The sale of wine to a consumer in this state as allowed in K.S.A. 41-104(g) and amendments thereto;

(h) The serving of complimentary alcoholic liquor or cereal malt beverages at fund raising activities of charitable organizations as defined by K.S.A. 17-1760, and amendments thereto, and as qualified pursuant to 26 U.S.C.A. § 501(c) and by committees formed pursuant to K.S.A. 25-4142 et seq., and amendments thereto. The serving of such alcoholic liquor at such fund raising activities shall not constitute a sale pursuant to this title, the Kansas Liquor Control Act, the Club and Drinking Establishment Act or article 27 of chapter 41 of the Kansas Statutes Annotated, and amendments thereto. Any such fund raising activity shall not be required to obtain a license or a temporary permit pursuant to this title, the Kansas Liquor Control Act, the Club and Drinking Establishment Act or article 27 of chapter 41 of the Kansas Statutes Annotated, and amendments thereto; or

(i) The serving of complimentary alcoholic liquor or cereal malt beverage on the unlicensed premises of a business by the business owner or owner's agent at an event

sponsored by a nonprofit organization promoting the arts and which has been approved by ordinance or resolution of the City Council and whereby the Director of the Alcoholic Beverage Control has been notified thereof no less than 10 days in advance.”

SECTION 9. Section 4.04.075 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

“Nuisances; places and properties operated or used in violation of this Chapter. Any room, house, building, boat, vehicle, airplane, structure or place of any kind where alcoholic liquors are sold, manufactured, bartered or given away, in violation of this Chapter, or any building, structure or boats where persons are permitted to resort for the purpose of drinking alcoholic liquors in violation of this Chapter, or any place where such liquors are kept for sale, barter or gift in violation of this Chapter, and all such liquors and all property kept in and used in maintaining such a place, are each and all of them hereby declared to be a common nuisance. Any person who maintains or assists in maintaining such common nuisance is guilty of a misdemeanor and shall be punished and subject to the legal process as set forth in K.S.A. 41-805 and amendments thereto.”

SECTION 9. The original of Sections 4.04.010, 4.04.017, 4.04.020, 4.04.025, 4.04.035, 4.04.040, and 4.04.070 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 10. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2016.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magaña, City Attorney and
Director of Law

Published in The Wichita Eagle on March 18, 2016

CLEAN

02/19/16

ORDINANCE NO. 50-160

AN ORDINANCE AMENDING SECTIONS 4.12.050, 4.12.090, 4.12.110, 4.12.150, 4.12.190, AND 4.12.220; CREATING SECTION 4.12.045 AND REPEALING SECTIONS 4.12.040, 4.12.135, 4.12.145, 4.12.160, 4.12.170, AND 4.12.200 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO LICENSING THE SALE OF CEREAL MALT BEVERAGES.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 4.12.045 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

“License term, license and permit fees.

(a) A license to sell cereal malt beverages in the City of Wichita shall be issued for the term of one calendar year. The following fees shall be paid for either a new or renewal license and shall accompany the application:

Tavern Cereal Malt Beverage On-premise Consumption license -----\$200 per year;

Restaurant Cereal Malt Beverage On-premise Consumption license----\$200 per year;

Cereal Malt Beverage Off-premise Consumption license...-----\$50 per year.

(b) A Special Event Retailers’ Permit shall be issued for the duration of the special event as provided in Section 4.12.020. A fee of \$65 per day shall be paid for a Special Event Retailers’ Permit and shall accompany the application.

(c) No fee required by this chapter or any portion thereof shall be pro-rated or refunded for any reason, except if, in the determination of the City Treasurer or his or her

designee, the application of this section would result in a substantial and unfair burden upon the applicant.”

SECTION 2. Section 4.12.050 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Examination of applicant by the City Council; issuance or denial of license.

If the application for a license is in proper form and accompanied by the license fee the City Council shall examine the application and, after examination of the application, the City Council, if they approve the same, shall issue a license to the applicant; provided

(a) That no license shall be issued to:

(1) A person who is not a resident of the city or county in which the premises covered by the license are located, and who has not been a resident in good faith of the state at least one year prior to the application and a resident of the county in which such place of business is to be operated for at least six months, prior to the filing of the application;

(2) A person who is not of good character and reputation in the community in which the person resides;

(3) A person who is not a citizen of the United States;

(4) A person who, within two years immediately preceding the date of making application, has been convicted of, released from incarceration for or released from probation or parole for a felony or of any crime involving moral turpitude, drunkenness, or driving a motor vehicle while under the influence of intoxicating liquor or drugs, violation of any other intoxicating liquor law of any city, state or of the United States;

(5) A partnership, unless all members of such partnership shall otherwise be qualified to obtain a license;

(6) A corporation, if any manager, officer or director thereof, and/or any stockholder owning in the aggregate more than 25% of the stock of such corporation would be ineligible to receive a license hereunder for any reason other than the citizenship or residency requirements;

(7) A corporation, if any manager, officer or director thereof, or any stockholder owning in the aggregate more than 25% of the stock of such corporation, has been an officer, manager or director, or a stockholder owning in the aggregate more than 25% of the stock, of a corporation which: (A) Has had a retailer's license revoked under K.S.A. 41-2708 and amendments thereto; or (B) has been convicted of a violation of the drinking establishment act or the cereal malt beverage laws of this state;

(8) A person whose place of business is conducted by a manager or agent, unless such manager or agent possesses the same qualifications required of the licensee;

(9) A person whose spouse would be ineligible to receive a retailer's license for any reason other than citizenship, residence requirements or age, except that this subsection shall not apply in determining eligibility for a renewal license;

(10) A person whose spouse has been convicted of a felony or other crime which would disqualify a person from licensure under this chapter and such

felony or other crime was committed during the time that the spouse held a license under this chapter; or

(11) A person who has failed to pay any outstanding administrative penalty imposed pursuant to Section 4.12.090(c) or Section 4.16.095(d) of the City Code.

(b) A license shall not be issued for a tavern on premises located within 300 feet of any church or school or a residential zoning district, the distance to be measured as set forth in the Wichita/Sedgwick County Unified Zoning Code. Renewal of licenses may be made for all establishments presently licensed that are within 300 feet of any church or school or a residential zoning district, so long as the premises are used or held for use as a tavern; provided, however, that should an establishment located within 300 feet of the property line of any church or school or a residential zoning district cease to be used as a tavern for a period of 90 days or more or said premises are used for another type of business, then, and in that event, no new license shall be issued for the sale of cereal malt beverages on the premises, provided, however, that the distance requirements set out above shall not apply to the place of business of a licensee selling cereal malt beverages at retail and not for consumption on the premises. Periods of time during which taverns are being remodeled or are being repaired because of damage caused by fire or natural disasters such as floods or windstorms, shall not be included in computing the above 90 day period; provided, however, that any remodeling or repair must be commenced within 90 days after closure of any given structure and completed within a reasonable time thereafter. Additionally, the vice section of the Wichita Police Department shall be notified within 30 days of closing whenever any tavern is closed for

remodeling or repairs. Such notice shall state the date when remodeling will start and the date it will be completed. It is further provided that the space limitations prohibiting the licensing of cereal malt beverage retailers within 300 feet of the property line or any church or school shall not apply to colleges and universities within the city limits, and the colleges and universities are exempted from the space limitation. Off-street parking shall be provided as required by the Wichita/Sedgwick County Unified Zoning Code.

(c) A license shall not be issued for the sale of cereal malt beverages for consumption on the premises if the place of business is also licensed for the sale of cereal malt beverages for consumption off the premises.

(d) No license shall be issued for premises wherein the use thereof would be in violation of the city zoning laws or the city building codes or fire codes.

(e) The denial of a license or permit application shall be subject to the appeal process and provisions set forth in Section 4.12.090(c) and (d), except that the notice of appeal shall include the name and address of the appellant, the date of the license or permit application, the date of the denial of the application or permit and the factual basis for the appeal. The review conducted by the City Council shall be of the facts and circumstances of the license denial.”

SECTION 3: Section 4.12.090 of the Code of the City of Wichita is hereby amended to read as follows:

“Suspension of license by Chief of Police.

(a) The Chief of Police, upon five days' written notice to the person holding any license to sell cereal malt beverages, shall have the authority to suspend such license for a period not to exceed 30 days, for any violation of the provision of this chapter or

other ordinances pertaining to cereal malt beverages, which violation does not in the Chief's judgment justify a recommendation of revocation to the City Council.

(b) The Chief of Police, upon five day's written notice to the person holding any license to sell cereal malt beverages, shall have the authority to suspend such license if the licensee, the licensee's manager, employee or agent, or any person under the direction and control of the licensee has committed a violation of Sections 7.41.010 or 7.41.030 (noise) of this Code, or any amendment thereto. Within any two-year period of time, upon a first violation of said sections, the Chief of Police shall issue a written warning to the licensee; upon a second violation, the Chief shall suspend such license for a period of one day; upon a third violation, the Chief shall suspend such license for a period of one week; and upon a fourth or subsequent violation, the chief shall suspend such license for a period of one year.

(c) The licensee may appeal any order of suspension issued pursuant to this section by filing with the City Clerk a written notice of appeal to the City Council within 10 business days of the decision to suspend a license by the Chief of Police. The Notice of Appeal shall specify:

- (1) the name and address of the appellant;
- (2) the date of the suspension of the license; and
- (3) the factual basis for the appeal.

Upon receipt of a complete and timely filed Notice of Appeal, the City Clerk shall schedule a hearing before the City Council, no later than 30 days from the date of the filing of the Notice of Appeal with the City Clerk. Any appeal shall stay the suspension of the license until the matter is heard by the City Council. The City Council may

approve or overrule the suspension of a license or may modify the decision to suspend a license, and in addition, may impose an administrative penalty of up to \$1,000. In any hearing before the City Council pursuant to this section, a certified copy of a conviction from any local, state, or federal court for any violation is prima facia evidence of such violation.

(d) The Council's decision may be appealed to the Eighteenth Judicial District Court of the State of Kansas pursuant to K.S.A. 60-2101 and any amendments thereto. Any such appeal to the District Court shall not stay the suspension of the license or any modification imposed thereupon by the City Council.

(e) The Chief of Police shall notify the City Manager prior to making a suspension hereunder.

(f) As used in this Section, any authority granted to the Chief of Police shall include his or her designee.”

SECTION 4: Section 4.12 110 of the Code of the City of Wichita is hereby amended to read as follows:

“Hours of sale—Possession during excluded hours—Prohibited sales.

(a) The premises on which a tavern is located may not be open or in use and no cereal malt beverages may be sold thereon:

(1) Between the hours of 12:00 midnight and 6:00 a.m.; or

(2) On Sunday.

(3) No person, except the operator of a tavern, shall have cereal malt beverages in such person's possession on the premises of such tavern during excluded hours.

(b) Sale of cereal malt beverages other than on the premises of a tavern is allowed between the hours of 6:00 a.m. and 12:00 midnight, and on any Sunday except Easter Sunday between the hours of 12:00 noon and 8:00 p.m.:

(1) As authorized by Ordinance No. 47-466 for the sale at retail of cereal malt beverage in the original package; or

(2) Upon the premises of a community event which is permitted to sell cereal malt beverages for consumption on the premises; or

(3) Upon the premises of a place of business which is licensed or permitted to sell cereal malt beverages for consumption on the premises and which derives not less than 30% of its gross receipts from the sale of food for consumption on the premises.

(c) Nothing in subsection (b) of this section shall be construed to permit taverns to be open on Sunday.

(d) No retailer, or employee or agent of a retailer, licensed to sell cereal malt beverages for consumption on the premises shall:

(1) Offer or serve any free cereal malt beverage to any person;

(2) Offer or serve to any person a drink of cereal malt beverage at a price that is less than the acquisition cost of the drink to the licensee;

(3) Sell, offer to sell or serve to any person an unlimited number of drinks during any set period of time for a fixed price, except at private functions not open to the general public;

(4) Encourage or permit, on the licensed premises, any game or contest which involves drinking alcoholic liquor or cereal malt beverage or the awarding of drinks as prizes;

(5) Advertise or promote in any way, whether on or off the licensed premises, any of the practices prohibited under subdivisions (d)(1) through (4) of this subsection;

(6) Sell, offer to sell or serve any drink of cereal malt beverage for consumption off the premises; or

(7) Recklessly allow or permit any person to remove a drink of cereal malt beverage or alcoholic liquor from the licensed premises.

(e) A retailer may:

(1) Offer free food or entertainment at any time;

(2) Sell, offer to sell and serve individual drinks at different prices throughout any day; or

(3) Sell or serve cereal malt beverage in a pitcher capable of containing not more than 64 fluid ounces.

(f) Violation of any provision of this section is a misdemeanor and punishable by a fine of not more than \$500 or imprisonment not to exceed one year or by both such fine and imprisonment.

(g) Violation of any provision of this act shall be grounds for suspension or revocation of any license issued pursuant to this Chapter.

(h) Every licensee subject to the provisions of this section shall make available at any time upon request a price list showing the licensee's current prices for all cereal malt beverages.”

SECTION 5: Section 4.12 150 of the Code of the city of Wichita is hereby amended to read as follows:

“Revocation or suspension of license by City Council; grounds; right of appeal. The City Council, upon five days' written notice, to a person holding a license to sell cereal malt beverages may assess an administrative penalty up to \$1,000 and/or suspend such license for a period not to exceed 30 days or may revoke such license for any of the following reasons:

(a) If the licensee has fraudulently obtained the license by giving false information in the application therefor;

(b) If the licensee, manager, employee or agent has violated any of the provisions of this Chapter or Chapter 3.30 of the Code of the City of Wichita, any rule or regulation of the City Council or the licensed premises are in violation of the health, housing, fire, zoning or building codes of any local, state or federal jurisdiction, including but not limited to, occupancy exceeding licensed capacity of a premises;

(c) If the licensee has become ineligible to obtain a license under this chapter;

(d) Drunkenness of a person holding such license, drunkenness of a licensee's manager or employee while on duty and while on the premises for which said license is issued, or for a licensee, his manager or employee permitting any intoxicated person to remain in such place selling cereal malt beverages;

(e) The sale or gift of cereal malt beverages to those under the legal age for consumption of cereal malt beverages by a licensee, his manager or employee;

(f) The nonpayment of any license fees payable hereunder;

(g) For a licensee, his manager or employee to permit gambling in or upon premises selling cereal malt beverages;

(h) For a licensee, his manager or employee to permit any person to mix drinks with materials purchased in such place of business or brought in for that purpose unless currently licensed as a private club or drinking establishment;

(i) For the employment of persons under the legal age of consumption in dispensing cereal malt beverages in a tavern or under eighteen years of age in a food service establishment or for off-premises consumption;

(j) For employing or continuing the employment of a person in connection with the sale, serving or dispensing of cereal malt beverages if the licensee knows such person has been within the preceding two years adjudged guilty of a felony or of any violation of the intoxicating liquor laws of the city, this state, another state or the United States.

(k) For the sale or possession of or for permitting any person to use or consume upon or in said premises alcoholic liquor, as defined in Section 4.04.010 except in a place of business licensed as a private club or drinking establishment, pursuant to this title and Article 26 of Chapter 41 of the Kansas Statutes Annotated;

(l) For failure to maintain sufficient records to determine the percentage of gross revenues obtained from the selling of cereal malt beverages;

(m) For failure to permit the inspection of such records at all times during business hours by proper agents of the city;

(n) For recklessly, directly or indirectly, selling giving away, disposing of, exchanging or delivering, purchasing or buying for distributing or permitting the sale, gift or procuring of any cereal malt beverage to for, or on behalf of any person who is an incapacitated person, or any person who is physically or mentally incapacitated by the consumption of such cereal malt beverage; or

(o) There has been a violation of K.S.A. 21-4106 (maintaining a public nuisance) or 21-4107 (permitting a public nuisance) prior to their repeal, or K.S.A. 21-6204 (maintaining, permitting a public nuisance) and amendments thereto, in or upon the licensee's place of business.

Within 10 business days after the order of the City Council revoking or suspending any license, or assessment of an administrative penalty, the licensee may appeal from such order to the Sedgwick County District Court as now provided by law in K.S.A. 41-2708 and amendments thereto; provided, that any appeal taken from an order revoking or suspending any such license shall not stay the order of revocation or suspension during the pendency of any such appeal.

In case of the revocation of a license of any licensee, no new license shall be issued to such person or to any person acting for or on behalf, for a period of six months after the revocation.”

SECTION 6. Section 4.12.190 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Possession on unlicensed premises prohibited.

(a) No person shall have in such person’s possession any alcoholic liquor on premises where cereal malt beverages are sold, other than upon the premises of a club or drinking establishment licensed by the State of Kansas. Any person violating the provisions of this section shall be punished as set forth in Section 4.12.220.

(b) Cereal malt beverages may be sold on premises which are licensed pursuant to both this chapter and for the sale of alcoholic liquor pursuant to both this Title and state law at any time when alcoholic liquor is allowed by law to be served on such premises.”

SECTION 7. Section 4.12.220 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Penalty. Any person who violates any of the provisions of this Chapter for which a penalty is not otherwise specifically provided is guilty of a misdemeanor and shall be punished by a fine of not more than \$500 or by imprisonment not to exceed one year, or by both such fine and imprisonment.”

SECTION 8. The original of Sections 4.12.040, 4.12.050, 4.12.090, 4.12.110, 4.12.135, 4.12.145, 4.12.150, 4.12.160, 4.12.170, 4.12.190, 4.12.200 and 4.12.220 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 9. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 15th day of March
2016.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magaña, City Attorney and
Director of Law

First Published in The Wichita Eagle on _____

DELINEATED

02/19/16

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 4.12.050, 4.12.090, 4.12.110, 4.12.150, 4.12.190, AND 4.12.220; CREATING SECTION 4.12.045 AND REPEALING SECTIONS 4.12.040, 4.12.135, 4.12.145, 4.12.160, 4.12.170, AND 4.12.200 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO LICENSING THE SALE OF CEREAL MALT BEVERAGES.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 4.12.045 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

“License term, license and permit fees.

(a) A license to sell cereal malt beverages in the City of Wichita shall be issued for the term of one calendar year. The following fees shall be paid for either a new or renewal license and shall accompany the application:

Tavern Cereal Malt Beverage On-premise Consumption license -----\$200 per year;

Restaurant Cereal Malt Beverage On-premise Consumption license----\$200 per year;

Cereal Malt Beverage Off-premise Consumption license...-----\$50 per year.

(b) A Special Event Retailers’ Permit shall be issued for the duration of the special event as provided in Section 4.12.020. A fee of \$65 per day shall be paid for a Special Event Retailers’ Permit and shall accompany the application.

(c) No fee required by this chapter or any portion thereof shall be pro-rated or refunded for any reason, except if, in the determination of the City Treasurer or his or her

designee, the application of this section would result in a substantial and unfair burden upon the applicant.”

SECTION 2. Section 4.12.050 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Examination of applicant by the City Council; issuance or denial of license.

If the application for a license is in proper form and accompanied by the license fee the City Council shall examine the application and, after examination of the application, the City Council, if they approve the same, shall issue a license to the applicant; provided

(a) That no license shall be issued to:

(1) A person who is not a resident of the city or county in which the premises covered by the license are located, and who has not been a resident in good faith of the state at least one year prior to the application and a resident of the county in which such place of business is to be operated for at least six months, prior to the filing of the application;

(2) A person who is not of good character and reputation in the community in which ~~he~~ the person resides;

(3) A person who is not a citizen of the United States;

(4) A person who, within two years immediately preceding the date of making application, has been convicted of, released from incarceration for or released from probation or parole for a felony or of any crime involving moral turpitude, drunkenness, ~~or been adjudged guilty of~~ driving a motor vehicle while under the influence of intoxicating liquor or drugs, ~~or of the~~ violation of any other

intoxicating liquor law of any city, state or of the United States; ~~provided that the terms "conviction" and "adjudged guilty" shall include being placed on diversion;~~

(5) A partnership, unless all members of such partnership shall otherwise be qualified to obtain a license;

(6) A corporation, if any manager, officer or director thereof, and/or any stockholder owning in the aggregate more than ~~twenty-five percent~~ 25% of the stock of such corporation would be ineligible to receive a license hereunder for any reason other than the citizenship or residency requirements;

(7) A corporation, if any manager, officer or director thereof, or any stockholder owning in the aggregate more than ~~twenty-five percent~~ 25% of the stock of such corporation, has been an officer, manager or director, or a stockholder owning in the aggregate more than ~~twenty-five percent~~ 25% of the stock, of a corporation which: (A) Has had a retailer's license revoked under K.S.A. 41-2708 and amendments thereto; or (B) has been convicted of a violation of the drinking establishment act or the cereal malt beverage laws of this state;

(8) A person whose place of business is conducted by a manager or agent, unless such manager or agent possesses the same qualifications required of the licensee;

(9) A person whose spouse would be ineligible to receive a retailer's license for any reason other than citizenship, residence requirements or age, except that this subsection shall not apply in determining eligibility for a renewal license;

(10) A person whose spouse has been convicted of a felony or other crime which would disqualify a person from licensure under this chapter and such felony or other crime was committed during the time that the spouse held a license under this chapter; or

(11) A person who has failed to pay any outstanding administrative penalty imposed pursuant to Section 4.12.090(c) or Section 4.16.095(d) of the City Code.

(b) A license shall not be issued for a tavern on premises located within ~~three hundred~~ 300 feet of any church or school or a residential zoning district, the distance to be measured as set forth in the Wichita/Sedgwick County Unified Zoning Code. Renewal of licenses may be made for all establishments presently licensed that are within ~~three hundred~~ 300 feet of any church or school or a residential zoning district, so long as the premises are used or held for use as a tavern ~~or building in which cereal malt beverages are sold~~; provided, however, that should an establishment located within ~~three hundred~~ 300 feet of the property line of any church or school or a residential zoning district cease to be used as a tavern ~~or building in which cereal malt beverages are sold~~ for a period of ~~ninety~~ 90 days or more or said premises are used for another type of business, then, and in that event, no new license shall be issued for the sale of cereal malt beverages on the premises, provided, however, that the distance requirements set out above shall not apply to the place of business of a licensee selling cereal malt beverages at retail and not for consumption on the premises. Periods of time during which taverns ~~or buildings in which cereal malt beverages are sold~~ are being remodeled or are being repaired because of damage caused by fire or natural disasters such as floods or

windstorms, shall not be included in computing the above ~~ninety~~ 90 day period; provided, however, that any remodeling or repair must be commenced within ~~ninety~~ 90 days after closure of any given structure and completed within a reasonable time thereafter.

Additionally, the vice section of the Wichita Police Department shall be notified within ~~thirty~~ 30 days of closing whenever any tavern ~~or building in which cereal malt beverages are sold~~ is closed for remodeling or repairs. Such notice shall state the date when remodeling will start and the date it will be completed. It is further provided that the space limitations prohibiting the licensing of cereal malt beverage retailers within ~~three hundred~~ 300 feet of the property line or any church or school shall not apply to colleges and universities within the city limits, and the colleges and universities are exempted from the space limitation. Off-street parking shall be provided as required by the Wichita/Sedgwick County Unified Zoning Code.

(c) A license shall not be issued for the sale of cereal malt beverages for consumption on the premises if the place of business is also licensed for the sale of cereal malt beverages for consumption off the premises.

(d) No license shall be issued for premises wherein the use thereof would be in violation of the city zoning laws or the city building codes or fire codes.

(e) ~~Cereal malt beverages retailers' licenses shall be issued on an annual basis, except that this provision shall not apply to special events licenses.~~ The denial of a license or permit application shall be subject to the appeal process and provisions set forth in Section 4.12.090(c) and (d), except that the notice of appeal shall include the name and address of the appellant, the date of the license or permit application, the date of the denial of the application or permit and the factual basis for the appeal. The review

conducted by the City Council shall be of the facts and circumstances of the license denial.”

SECTION 3: Section 4.12.090 of the Code of the City of Wichita is hereby amended to read as follows:

“Suspension of license by Chief of Police.

(a) The ~~chief of police,~~ Chief of Police, upon five days' written notice to the person holding any license to sell cereal malt beverages, shall have the authority to suspend such license for a period not to exceed ~~thirty~~ 30 days, for any violation of the provision of this chapter or other ordinances pertaining to cereal malt beverages, which violation does not in the ~~chief's~~ Chief's judgment justify a recommendation of revocation to the City Council.

(b) The ~~chief of police~~ Chief of Police, upon five day's written notice to the person holding any license to sell cereal malt beverages, shall have the authority to suspend such license if the licensee, the licensee's manager, employee or agent, or any person under the direction and control of the licensee has committed a violation of Sections 7.41.010 or 7.41.030 (noise) of this Code, or any amendment thereto. Within any two-year period of time, upon a first violation of said sections, the ~~chief of police~~ Chief of Police shall issue a written warning to the licensee; upon a second violation, the ~~chief~~ Chief shall suspend such license for a period of one day; upon a third violation, the ~~chief~~ Chief shall suspend such license for a period of one week; and upon a fourth or subsequent violation, the chief shall suspend such license for a period of one year.

(c) The licensee may appeal any order of suspension issued pursuant to this section ~~to the city council within seven days from the date of such order; and in the event~~

~~such order of suspension is upheld by the city council, the licensee may appeal to the district court of the county, in the manner now provided by K.S.A. 41-2708 and any amendments thereto. Any appeal taken from an order of the chief of police shall stay the order of suspension until the matter is resolved by the city council. Any appeal to district court shall not stay the order of the city council.~~ by filing with the City Clerk a written notice of appeal to the City Council within 10 business days of the decision to suspend a license by the Chief of Police. The Notice of Appeal shall specify:

- (1) the name and address of the appellant;
- (2) the date of the suspension of the license; and
- (3) the factual basis for the appeal.

Upon receipt of a complete and timely filed Notice of Appeal, the City Clerk shall schedule a hearing before the City Council, no later than 30 days from the date of the filing of the Notice of Appeal with the City Clerk. Any appeal shall stay the suspension of the license until the matter is heard by the City Council. The City Council may approve or overrule the suspension of a license or may modify the decision to suspend a license, and in addition, may impose an administrative penalty of up to \$1,000. In any hearing before the City Council pursuant to this section, a certified copy of a conviction from any local, state, or federal court for any violation is prima facie evidence of such violation.

(d) The Council's decision may be appealed to the Eighteenth Judicial District Court of the State of Kansas pursuant to K.S.A. 60-2101 and any amendments thereto. Any such appeal to the District Court shall not stay the suspension of the license or any modification imposed thereupon by the City Council.

~~(d)~~(e) The ~~chief of police~~ Chief of Police shall notify the ~~city manager~~ City Manager prior to making a suspension hereunder.

(f) As used in this Section, any authority granted to the Chief of Police shall include his or her designee.”

SECTION 4: Section 4.12 110 of the Code of the City of Wichita is hereby amended to read as follows:

“Hours of sale—Possession during excluded hours—Prohibited sales.

(a) ~~No cereal malt beverages may be sold, nor~~ The premises on which a tavern is located may not be open or in use and no cereal malt beverages may be sold thereon:

(1) Between the hours of ~~twelve~~ 12:00 midnight and ~~six~~ 6:00 a.m.; or

(2) On Sunday, ~~except as may be authorized by Ordinance No. 47-466 for sale at retail of cereal malt beverage in the original package, and except in a place of business or special event which is licensed to sell cereal malt beverages for consumption on the premises and which derives not less than thirty percent of its gross receipts from the sale of food for consumption on the premises;~~

(3) ~~Nor shall any~~ No person, during excluded hours, except the operator of the place of business or a tavern, shall have cereal malt beverages in his such person's possession in on the premises of such place of business or tavern, cereal malt beverages during excluded hours.

(b) Sale of cereal malt beverages other than on the premises of a tavern is allowed between the hours of 6:00 a.m. and 12:00 midnight, and on any Sunday except Easter Sunday between the hours of 12:00 noon and 8:00 p.m.:

(1) As authorized by Ordinance No. 47-466 for the sale at retail of cereal malt beverage in the original package; or

(2) Upon the premises of a community event which is permitted to sell cereal malt beverages for consumption on the premises; or

(3) Upon the premises of a place of business which is licensed or permitted to sell cereal malt beverages for consumption on the premises and which derives not less than 30% of its gross receipts from the sale of food for consumption on the premises.

(c) Nothing in subsection ~~(a)(2)~~ (b) of this section shall be construed to permit taverns to be open on Sunday.

(d) No retailer, or employee or agent of a retailer, licensed to sell cereal malt beverages for consumption on the premises shall:

(1) Offer or serve any free ~~drink~~ cereal malt beverage to any person;

(2) Offer or serve to any person a drink of cereal malt beverage at a price that is less than the acquisition cost of the drink to the licensee;

(3) Sell, offer to sell or serve to any person an unlimited number of drinks during any set period of time for a fixed price, except at private functions not open to the general public;

(4) Encourage or permit, on the licensed premises, any game or contest which involves drinking alcoholic liquor or cereal malt beverage or the awarding of drinks as prizes;

(5) Advertise or promote in any way, whether on or off the licensed premises, any of the practices prohibited under subdivisions ~~(b)(d)~~(1) through (4) of this subsection;

(6) Sell, offer to sell or serve any drink of cereal malt beverage for consumption off the premises; or

(7) Recklessly allow or permit any person to remove a drink of cereal malt beverage or alcoholic liquor from the licensed premises.

(e) A retailer may:

(1) Offer free food or entertainment at any time;

(2) Sell, offer to sell and serve individual drinks at different prices throughout any day; or

(3) Sell or serve cereal malt beverage in a pitcher capable of containing not more than 64 fluid ounces.

(f) Violation of any provision of this section is a misdemeanor and punishable by a fine of not more than ~~five hundred dollars~~ \$500 or imprisonment not to exceed one year or by both such fine and imprisonment.

(g) Violation of any provision of this act shall be grounds for suspension or revocation of ~~the retailer's~~ any license issued pursuant to as provided by this title Chapter.

(h) Every licensee subject to the provisions of this section shall make available at any time upon request a price list showing the licensee's current prices for all cereal malt beverages.”

SECTION 5: Section 4.12 150 of the Code of the city of Wichita is hereby amended to read as follows:

“Revocation or suspension of license by ~~city council~~ City Council; grounds; right of appeal. The City Council, upon five days' written notice, to a person holding a license to sell cereal malt beverages ~~shall~~ may assess an administrative penalty up to \$1,000 and/or suspend such license for a period not to exceed 30 days or may revoke or ~~cause to be suspended for a period of not more than thirty days~~ such license for any of the following reasons:

- (a) If the licensee has fraudulently obtained the license by giving false information in the application therefor;
- (b) If the licensee, manager, employee or agent has violated any of the provisions of this Chapter, ~~Chapter 3.28, or Chapter 3.30, or Section 3.08.030~~ of the Code of the City of Wichita, ~~or~~ any rule or regulation ~~by~~ of the City Council ~~of the city,~~ or the licensed premises are in violation of the health, housing, fire, zoning or building codes of any local, state or federal jurisdiction, including but not limited to, occupancy exceeding licensed capacity of a premises;
- (c) If the licensee has become ineligible to obtain a license under this chapter;
- (d) Drunkenness of a person holding such license, drunkenness of a licensee's manager or employee while on duty and while on the premises for which said license is issued, or for a licensee, his manager or employee permitting any intoxicated person to remain in such place selling cereal malt beverages;
- (e) The sale or gift of cereal malt beverages to those under the legal age for consumption of cereal malt beverages by a licensee, his manager or employee;
- (f) The nonpayment of any license fees payable hereunder;

(g) For a licensee, his manager or employee to permit gambling in or upon premises selling cereal malt beverages;

(h) For a licensee, his manager or employee to permit any person to mix drinks with materials purchased in such place of business or brought in for that purpose unless currently licensed as a private club or drinking establishment;

(i) For the employment of persons under the legal age of consumption in dispensing cereal malt beverages in a tavern or under eighteen years of age in a food service establishment or for off-premises consumption;

(j) For employing or continuing the employment of a person in connection with the sale, serving or dispensing of cereal malt beverages if the licensee knows such person who has been within the preceding two years adjudged guilty of a felony, ~~a violation of an offense involving a morals charge or a crime of moral turpitude or a~~ of any violation of an the intoxicating liquor or drug law laws of the city, this state, another state or the United States; ~~provided that the term "adjudged guilty" shall include being placed on diversion. The chief of police may require any employee to submit to fingerprinting to determine if a violation of this section has occurred, and the failure of an employee to submit to fingerprinting, if required by the chief of police, shall be prima facie evidence that the employee is ineligible for employment under the provisions of this section.~~

(k) For the sale or possession of or for permitting any person to use or consume upon or in said premises alcoholic liquor, as defined in Section 4.04.010 except in a place of business licensed as a private club or drinking establishment, pursuant to this title and Article 26 of Chapter 41 of the Kansas Statutes Annotated;

(l) For failure to maintain sufficient records to determine the percentage of gross revenues obtained from the selling of cereal malt beverages;

(m) For failure to permit the inspection of such records at all times during business hours by proper agents of the city;

(n) ~~For knowingly allowing or permitting any known felon to loiter upon or about the licensed premises;~~

(o) For recklessly, directly or indirectly, selling giving away, disposing of, exchanging or delivering, purchasing or buying for distributing or permitting the sale, gift or procuring of any or providing cereal malt beverage to for, or on behalf of any person who is ~~intoxicated who thereafter and by reason of such intoxication or where such intoxication is a contributing factor violates any ordinance of the City of Wichita, the laws of the State of Kansas or the federal government~~ an incapacitated person, or any person who is physically or mentally incapacitated by the consumption of such cereal malt beverage; or

(p) There has been a violation of K.S.A. 21-4106 (maintaining a public nuisance) or 21-4107 (permitting a public nuisance) prior to their repeal, or K.S.A. 21-6204 (maintaining, permitting a public nuisance) and amendments thereto, in or upon the licensee's place of business.

~~Provided, that if any of the grounds for revocation herein enumerated are violated by an employee or a manager, then in the absence of proof of knowledge by the licensee, there shall be no revocation, except as herein provided, but there may be a suspension of not more than thirty days; it being further provided that in the event any licensee is~~

~~subjected to more than two such suspensions in any twelve month period, this license may be revoked on the third such violation.~~

Within ~~twenty~~ 10 business days after the order of the City Council revoking or suspending any license, or assessment of an administrative penalty, the licensee may appeal from such order to the ~~district court~~ Sedgwick County District Court ~~of the county~~ ~~in the manner~~ as now provided by law in K.S.A. 41-2708 and amendments thereto; provided, that any appeal taken from an order revoking or suspending any such license shall not ~~suspend~~ stay the order of revocation or suspension during the pendency of any such appeal.

In case of the revocation of a license of any licensee, no new license shall be issued to such person or to any person acting for or on behalf, for a period of six months after the revocation.”

SECTION 6. Section 4.12.190 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Possession on unlicensed premises prohibited.

(a) No person shall have in ~~his~~ such person’s possession any alcoholic liquor on premises where cereal malt beverages are sold, other than upon the premises of a club or drinking establishment licensed by the ~~director of the alcoholic beverage control commission~~ State of Kansas. Any person violating the provisions of this section shall be ~~deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine or not more than one hundred dollars and by imprisonment for not more than thirty days.~~ punished as set forth in Section 4.12.220.

(b) Cereal malt beverages may be sold on premises which are licensed pursuant to both this chapter and for the sale of alcoholic liquor pursuant to both this Title and state law at any time when alcoholic liquor is allowed by law to be served on such premises.”

SECTION 7. Section 4.12.220 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Penalty. ~~(a)~~ Any person who violates any of the provisions of this chapter ~~(Chapter 4.12), for which a penalty is not otherwise specifically provided~~ is guilty of a misdemeanor and shall be punished by a fine of not more than \$500 or by imprisonment not to exceed one year, or by both such fine and imprisonment. ~~Except for violations of Sections 4.12.025, 4.12.140(a) and 4.12.197, a person convicted of any of the provisions in this chapter shall be punished as follows: Upon a first conviction the person shall be sentenced to a fine of not less than one hundred dollars nor more than five hundred dollars; and upon a second conviction, the person shall be sentenced to a fine of not less than two hundred dollars nor more than five hundred dollars; and upon a third or subsequent conviction the person shall be sentenced to a fine of five hundred dollars.~~

~~(b) — For the purpose of determining whether a conviction is a second, third or subsequent conviction under this section, all convictions for violation of the sections and chapters enumerated herein occurring within the immediately preceding eighteen months, including those prior to the effective date of this section, shall be aggregated and considered together and it is irrelevant whether an offense occurred before or after conviction for a prior offense.”~~

SECTION 8. The original of Sections 4.12.040, 4.12.050, 4.12.090, 4.12.110, 4.12.135,

4.12.145, 4.12.150, 4.12.160, 4.12.170, 4.12.190, 4.12.200 and 4.12.220 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 9. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2016.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magaña, City Attorney and
Director of Law

First Published in The Wichita Eagle on March 18, 2016

CLEAN

02/19/16

ORDINANCE NO. 50-161

AN ORDINANCE AMENDING SECTIONS 4.16.040, 4.16.070, 4.16.080, 4.16.090, 4.16.095, 4.16.130, 4.16.150, 4.16.155, 4.16.180 AND 4.16.190; CREATING SECTIONS 4.16.050, 4.16.055, 4.16.060, 4.16.065, 4.16.068, 4.16.152, 4.16.153, 4.16.154, 4.16.160, 4.16.165 AND 4.16.175, AND REPEALING SECTIONS 4.16.020, 4.16.030, 4.16.075 AND 4.16.170 OF THE CODE OF THE CITY OF WICHITA, KANSAS, AND REPEALING RESOLUTION R-95-549 PERTAINING TO LICENSING THE SALE OF ALCOHOLIC LIQUOR BY THE DRINK, FEES AND OTHER REQUIREMENTS OF LICENSURE, AND PROHIBITED ACTS BY LICENSEES.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA,
KANSAS:

SECTION 1. The title to Chapter 4.16 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Chapter 4.16. Drinking Establishments, Private Clubs and Sale of Liquor By the Drink.”

SECTION 2. Section 4.16.040 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Allowing illegal consumption of alcoholic liquor.

(a) No person shall allow consumption of alcoholic liquor in violation of this chapter on any property owned, leased or otherwise under his such person’s control. Any person allowing such consumption shall be guilty of a misdemeanor and upon conviction thereof shall be subject to a fine not to exceed \$500 or by imprisonment not to exceed six months or by both such fine and imprisonment.

(b) The property on which the violation takes place is declared to be a common nuisance and as such is subject to abatement as provided for any other common nuisance by city ordinance or as provided in K.S.A. 41-805 and amendments thereto.”

SECTION 3. Section 4.16.050 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

“License required – sale of liquor by the drink prohibited.

(a) No person shall maintain or operate a drinking establishment, drinking establishment/restaurant, drinking establishment/hotel, class A club, or class B club within the corporate limits of the City of Wichita without having in such person’s possession for the location of the establishment a valid unexpired and unrevoked license issued under the provisions of K.S.A. Chapter 41 and this chapter.

(b) No person shall act as a caterer within the corporate limits of the City of Wichita without having in such person’s possession a valid unexpired and unrevoked license issued under the provisions of K.S.A. Chapter 41 and this chapter.

(c) No person or organization shall sponsor, conduct or hold an event within the corporate limits of the City of Wichita which requires a temporary permit unless such person or organization has in such person or organization’s possession a temporary permit issued under the provisions of K.S.A. Chapter 41 and this chapter.

(d) Violation of any of the provisions of this section is a misdemeanor and shall be punished as set forth in Section 4.16.190 and amendments thereto.”

SECTION 4. 4.16.055 of the Code of the City of Wichita, Kansas is hereby created to read as follows:

“Premises licensed; zoning compliance.

(a) Any drinking establishment, drinking establishment/restaurant, drinking establishment/hotel, class A club, or class B club license issued pursuant to this chapter shall be for one particular premises which shall be stated in the application and in the license. Not more than one premises licensed under this chapter shall exist at a single legal address.

(b) No license shall be issued pursuant to this chapter unless a club or drinking establishment of any kind is allowed or provided for at such location by the Wichita/Sedgwick County Unified Zoning Code.”

SECTION 5. Section 4.16.060 of the Code of the City of Wichita, Kansas is hereby created to read as follows:

“License application; fees.

(a) Application for all licenses required by this Chapter shall be upon forms provided by the City Treasurer’s office and shall be filed with the City’s Licensing Section. The applicant shall provide all information requested by such forms and pursuant to the provisions of this title.

(b) At the time application is made to the City Treasurer’s office for a license pursuant to this section, the following fees shall accompany the application:

- (1) Class A private club, any category\$500.00
(fraternal/veterans; social, 500 members or less; social, over 500 members)
- (2) Class B private club\$500.00
- (3) Drinking establishment, any category.....\$500.00
(restaurant, entire hotel)
- (4) Drinking establishment (any category)/caterer.....\$500.00

- (5) Caterer.....\$500.00
- (6) Temporary permit, per day.....\$ 80.00
(maximum 3 consecutive days, 4 times per year, may be for duration of a
Community Event)

Provided, however, this section shall become effective only upon the effective date of the ordinance repealing Charter Ordinance No. 105. Prior to that date, the fees that are currently set by the City Council in Resolution R-95-549, dated November 28, 1995, shall remain in effect. Since the fees currently in effect are annual fees, the amounts shall be doubled for all biennial licenses issued upon the effective date of this ordinance.

No fee required by this chapter or any portion thereof shall be pro-rated or refunded for any reason except if, in the determination of the City Treasurer, the application of this section would result in a substantial and unfair burden upon the applicant.”

SECTION 6. Section 4.16.065 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

“Term of license.

(a) The license required by Section 4.16.050(a) or (b) shall be issued for a term of two years and shall extend for the time period covered by the state license for the same premises.

(b) All city licenses required by Section 4.16.050(a) or (b) that are in existence upon the effective date of this ordinance shall be subject to the following procedure:

(1) Any city license expiring prior to the expiration date of the state license for the same premises shall be extended for a period not to exceed one year or until the renewal date of the state license, upon payment of a \$250 renewal fee. No application is required to be submitted for this extension. After one extension, the city license will expire on the same date as the state license expires and subsequent renewals shall be subject to the procedures set forth in subsection (2) herein.

(2) Any city license expiring on the same date as the state license for the same premises shall be renewed and the fees required by Section 4.16.060 paid no later than 10 business days after any renewal of the state license and shall remain in effect during this time period. The licensee shall be responsible for submitting an application for renewal of the city license at least 30 days in advance of the renewal date to allow time for the renewal process.

(c) Any establishment or business that comes into existence after the effective date of this ordinance that is required to be licensed by the city as set forth in Section 4.16.050 (a) or (b) must obtain such license and pay the fee required in Section 4.16.060 before the establishment opens for business under the original state license. Any subsequent renewal of such license shall be subject to the procedures set for in subsection (b)(2) herein.

(d) Any extension of the effective term of the state license issued for an establishment or business shall extend the term of the city license that is issued pursuant to this chapter for the same premises. The city license shall extend for the same period of time as the state license extension, provided, however, the licensee shall be responsible

for providing proof of any extension of the license by the state to the City Treasurer's office."

SECTION 7. Section 4.16.068 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"Denial of License – Appeal. The denial of any license or permit application issued pursuant to this chapter shall be subject to the appeal process and provisions set forth in Section 4.16.095(d) and (e), except that the notice of appeal shall include the name and address of the appellant, the date of the license or permit application, the date of the denial of the application or permit and the factual basis for the appeal. The review conducted by the City Council shall be of the facts and circumstances of the license or permit denial."

SECTION 8. Section 4.16.070 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"License exclusive to premises issued.

(a) The license provided in this chapter shall be issued for one particular premises which shall be stated in the application and in the license. No license shall be issued for premises wherein the use thereof would be in violation of any provision of the Wichita-Sedgwick County Uniform Building and Trade Code, the Wichita-Sedgwick County Unified Zoning Code or the fire code of the City of Wichita. Nothing in this section shall be construed to require a fixed premise for persons licensed as a caterer pursuant to article 26 of Chapter 41 of Kansas Statutes Annotated.

(b) Any licensed premises which includes the exterior of a building and/or an outdoor area must be adequately lighted during all business hours.

(c) Except as provided in subsection (e), any licensed premises which includes the exterior of a building must be enclosed by a fence or approved diverters in such a way as to allow access only through a single structure designated as the official gate or entrance.

(d) Any licensed premises which is an outdoor area must have its boundaries clearly marked or fenced so as to allow access only through an official gate or entrances.

(e) Any licensed premises of a special event, for which a temporary permit has been issued pursuant to K.S.A. 41-2645 and amendments thereto, shall be clearly marked by signs, a posted map or other means which reasonably identify the area in which alcoholic liquor may be possessed or consumed at such special event.

(f) The licensed premises of drinking establishments that are immediately adjacent to, or located within the licensed premises of a special event, for which a temporary permit has been issued and the consumption of alcoholic liquor on public property has been approved, may be extended into and made a part of the licensed premises of the special event for the duration of the temporary permit issued for such special event.”

SECTION 9. Section 4.16.080 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Unlawful acts of licensee or permit holder. It is unlawful for any licensee or holder of a temporary permit under this chapter to:

(a) Employ any person under the age of 21 years in connection with the mixing or dispensing of alcoholic liquor;

(b) Knowingly employ or continue to employ any person in connection with the dispensing or serving of alcoholic liquor or the mixing of drinks containing alcoholic liquor who has been adjudged guilty of a felony or of any crime involving a morals charge in the court of this city, or of this state or any other state, or of the United States;

(c) Knowingly employ or continue to employ any person in connection with the dispensing or serving of alcoholic liquor, or the mixing of drinks containing alcoholic liquor, who has been adjudged guilty of two or more violations of K.S.A. 21-5607, and amendments thereto, furnishing alcoholic liquor to minors, or a similar law of the City of Wichita, any other municipality, any other state, or of the United States, pertaining to furnishing alcoholic liquor to minors within the immediately preceding five years, or who has been adjudged guilty of three or more violations of any intoxicating liquor law of the City of Wichita, any other municipality, any other state, or of the United States, not involving the furnishing of alcoholic liquor to minors within the immediately preceding five years;

(d) In the case of a club, fail to maintain at the licensed premises a current list of all club members and their residences addresses or refuse to allow the City Attorney, the City Attorney's designee or any law enforcement officer to inspect such list;

(e) Purchase alcoholic liquor from any person except from a person authorized by law to sell such alcoholic liquor to such licensee or permit holder;

(f) Permit any employee of the licensee or permit holder who is under the age of 21 years of age to work on the premises where alcoholic liquor is sold by such licensee or permit holder at any time when not under the on-premises supervision of either the licensee or permit holder, or an employee who is 21 years of age or over;

(g) Employ any person under the age of 18 years in connection with the serving of alcoholic liquor.”

SECTION 10. Section 4.16.090 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Revocation of license.

(a) The City Council shall immediately revoke the license of any licensee whenever the state license of the licensee is revoked by the state for any reason.

(b) The City Council, upon five days written notice to a person holding a license to sell alcoholic liquor, may assess an administrative penalty not to exceed \$1,000, may assess such penalty and/or suspension for a period not to exceed 30 days or may revoke such license for any of the following reasons:

(1) If the licensee has fraudulently obtained the license by giving false information in the application therefor or any hearing thereon;

(2) If the licensee, manager, employee or agent has violated any of the provisions of this Title, Chapter 3.30 of the Code of the City of Wichita, any rule or regulation by the City Council, or the licensed premises are in violation of the health, housing or fire codes of the City of Wichita or any provision of the Wichita-Sedgwick County Uniform Building and Trade Code, or any provision of the Wichita-Sedgwick County Unified Zoning Code, or any law of the State of Kansas, or of the maximum occupant load of such building;

(3) If the licensee has become ineligible to obtain a license or permit under this title;

(4) The licensee's manager or employee has been intoxicated while on duty;

(5) If the licensee or his manager or employee has permitted any disorderly person to remain on premises where alcoholic liquor is sold by such licensee;

(6) If there has been a violation of a provision of the laws of this city or of this state or of any other state or the United States pertaining to the sale of intoxicating or alcoholic liquors or cereal malt beverages, or any crime involving a morals charge on premises where alcoholic liquor is sold by such licensee;

(7) If the licensee or his managing officers or any employee, has purchased or displayed, on premises where alcoholic liquor is sold by such licensee, a federal waging occupational stamp issued by the United States Treasury Department;

(8) If the licensee or his managing officers or any employee, has purchased and displayed, on premises where alcoholic liquor is sold by such licensee, a federal coin-operated gambling device stamp for the premises issued by the United States Treasury Department;

(9) If the licensee holds a license as a Class B Club, drinking establishment or caterer and has been found guilty of a violation of Article 10 of Chapter 44 of the Kansas Statutes Annotated under a decision or order of the Civil Rights Commission which has become final or such licensee has been found guilty of a violation of K.S.A. 21-4003 and amendments thereto;

(10) For failure to maintain sufficient records to determine the percentage of gross business obtained from the sale of cereal malt beverages or alcoholic liquor;

(11) For failure to permit the inspection of such records at all times during business hours by proper agents of the city;

(12) There has been a violation of K.S.A. 21-4106 (maintaining a public nuisance) or 21-4107 (permitting a public nuisance) prior to their repeal, or K.S.A. 2012 Supp. 21-6204 (maintaining, permitting a public nuisance) and amendments thereto, in or upon the licensee's place of business.

(c) In any hearing before the City Council pursuant to this section, a certified copy of conviction from any local, state, or federal court, for any violation contained within subsection (b) of this section, is prima facie evidence of violation. For the purposes of this section, 'conviction' shall include being adjudged guilty upon entering a plea of no contest.

(d) Within 20 days after the order of the City Council revoking or suspending any license, the licensee may appeal from such order to the Sedgwick County District Court in the manner as provided by law; provided that any appeal taken from an order revoking any such license shall not suspend the order of revocation during the pendency of such appeal. In case of the revocation of a license of any licensee, no new license shall be issued to such person or to any person acting for or on his behalf, for a period of six months after the revocation becomes effective.”

SECTION 11. Section 4.16.095 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Suspension or reclassification of license by Chief of Police.

(a) The Chief of Police, upon five days written notice to the person holding a license issued pursuant to this Chapter, shall have the authority to suspend such license for a period of not to exceed 30 days for any of the reasons set forth at Section 4.16.090(b) (2), (4), (5), (6), (9), (10), (11) and (12), which reason does not, in the judgment of the chief of police, justify a recommendation of revocation.

(b) The Chief of Police, upon five days written notice to the person holding any license issued pursuant to this Chapter, shall have the authority to suspend such license if the licensee, the licensee's manager, employee, or agent, or any person under the direction and control of the licensee has committed a violation of Sections 7.41.010 or 7.41.030 (noise) of this Code, or any amendments thereto. Within any two-year period of time, upon a first violation of said sections, the Chief of Police shall issue a written warning to the licensee; upon a second violation, shall suspend such license for a period of one day; upon a third violation, shall suspend such license for a period of one week; and upon a fourth or subsequent violation, shall suspend such license for the period of one year.

(c) The Chief of Police upon five days written notice to the person holding a drinking establishment/restaurant license shall reclassify the premises to a drinking establishment if the licensee fails to provide information showing the required amount of gross revenues from sales of food and the service of food for consumption on the licensed premises, or has been convicted of three violations of Section 4.16.130 of this Code. In the event of such reclassification by the Chief of Police, the licensee shall be ineligible to apply for, hold or have any interest in any business licensed as a drinking

establishment/restaurant for a period of one year from the date of the reclassification, and shall have 30 days within which to apply for the appropriate zoning which may be required as a result of the change in classification and shall be permitted a reasonable time thereafter within which to complete the process. For the purpose of determining whether a conviction is a third or subsequent conviction under this section, all convictions for violation of Section 4.16.130 occurring within the immediately preceding twenty-four months, including those prior to the effective date of this section, shall be aggregated and considered together and it is irrelevant whether an offense occurred before or after conviction for a prior offense.

(d) The licensee may appeal any order of suspension or reclassification issued pursuant to this section by filing with the City Clerk a written notice of appeal to the City Council within 20 days of the decision to suspend a license by the Chief of Police.

Notice of Appeal shall specify:

- (1) the name and address of the appellant;
- (2) the date of the suspension or reclassification of the license; and
- (3) the factual basis for the appeal.

Upon receipt of a complete and timely filed Notice of Appeal, the City Clerk shall schedule a hearing before the City Council, no later than 30 days from the date of the filing of the Notice of Appeal with the City Clerk. Any appeal shall stay the suspension or reclassification of the license until the matter is heard by the City Council. The City Council may approve or overrule the suspension or reclassification of a license or may modify the decision to suspend or reclassify a license, and in addition, may impose an administrative penalty of up to \$1,000. In any hearing before the City Council pursuant

to this section, a certified copy of a conviction from any local, state, or federal court for any violation is prima facie evidence of such violation.

(e) The Council's decision may be appealed to the Eighteenth Judicial District Court of the State of Kansas pursuant to K.S.A. 60-2101 and any amendments thereto. Any such appeal to the District Court shall not stay the suspension or reclassification of the license or any modification imposed thereupon by the City Council.

(f) The ~~chief of police~~ Chief of Police shall notify the ~~city manager~~ City Manager prior to making a suspension or reclassification hereunder.

(g) As used in this Section, any authority granted to the Chief of Police shall include his or her designee.”

SECTION 12. Section 4.16.130 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Permitting consumption by minors; minors prohibited from entering or remaining in drinking establishments; exceptions; penalties.

(a) No licensee, permit holder, or any owner, officer, or employee thereof, shall knowingly or unknowingly permit the possession or consumption of alcoholic liquor or cereal malt beverages by a minor on premises where alcoholic beverages are sold by such licensee or permit holder, except that a licensee's or permit holder's employee who is not less than 18 years of age may serve alcoholic liquor or cereal malt beverage under the on-premises supervision of the licensee or permit holder, or an employee who is 21 years of age or older.

(b) No licensee, owner, officer, or employee of a drinking establishment shall knowingly or unknowingly allow a minor to enter or remain on the premises of a

drinking establishment and no minor shall enter or remain on the premises of a drinking establishment.

(c) It shall be a defense to a prosecution of a licensee, permit holder, or any owner, officer, or employee thereof, under subsection (a) or (b) if:

(1) The defendant allowed the possession or consumption of the alcoholic liquor or cereal malt beverage by the minor or allowed the minor to enter or remain upon the premises of a drinking establishment with reasonable cause to believe that the minor was 21 or more years of age; and

(2) To possess or consume the alcoholic liquor or cereal malt beverage, or to enter or remain upon the premises of a drinking establishment, the minor exhibited to the defendant a driver's license, Kansas non-driver's identification card or other official or apparently official document that reasonably appears to contain a photograph of the minor and purporting to establish that such minor was 21 or more years of age.

(d) Violation of this section is a misdemeanor punishable by a fine of not less than \$100 and not more than \$500 or imprisonment not exceeding 30 days, or by both such fine and imprisonment.

(e) Violation of this section by a person 18 or more years of age but less than 21 years of age is a misdemeanor punishable by a fine of not less than \$200 and not more than \$500. In addition to such fine the court may order the offender to perform 40 hours of public service. Further, any person less than 18 years of age who violates this section is a juvenile offender under the Kansas Juvenile Offenders Code and upon adjudication

thereof shall be required as a condition of disposition to pay the fine or perform the public service, or both, as set forth in herein.

(f) The provisions of subsection (b) of this section apply only to drinking establishments, as defined in Section 4.04.010 and amendments thereto and not to any other license issued under this chapter.”

SECTION 13. Section 4.16.150 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“**Class A club license; rights of licensee.** A license for a class A club shall allow the licensee to:

(a) Offer for sale, sell and serve alcoholic liquor for consumption on the licensed premises by members and their families and guests accompanying them and to any reciprocal member as provided by K.S.A. 41-2637, and any amendments thereto; and

(b) Serve samples of alcoholic liquor free of charge for consumption by members and their families and guests accompanying them and to any reciprocal member as provided by K.S.A. 41-2637 and any amendments thereto. No charge of any sort may be made for a sample serving. A person may be served no more than five samples per visit. Samples may not be served to a minor. No samples may be removed from the licensed premises. No consideration shall be requested or required for entry onto the premises, participation in any event taking place on the premises or to remain on the premises.

(c) A licensee is further authorized to engage in activities as set forth in K.S.A. 41-2637 and amendments thereto.”

SECTION 14. Section 4.16.152 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

“Class B club license; rights of licensee. A license for a class B club shall allow the licensee to:

(a) Offer for sale, sell and serve alcoholic liquor for consumption on the licensed premises by members of such club, family members and guests accompanying members, and to any reciprocal member as provided by K.S.A. 41-2641 and any amendments thereto; and

(b) Serve samples of alcoholic liquor free of charge on the licensed premises for consumption by such members and their families and guests accompanying them. No charge of any sort may be made for a sample serving. A person may be served no more than five samples per visit. Samples may not be served to a minor. No samples may be removed from the licensed premises. Providing samples is prohibited for any licensee who charges a cover charge or entry fee at any time during the business day. No consideration shall be requested or required for entry onto the premises, participation in any event taking place on the premises or to remain on the premises.

(c) A licensee is further authorized to engage in activities as set forth in K.S.A. 41-2641 and amendments thereto.”

SECTION 15. Section 4.16.153 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

“Caterers.

(a) A caterer’s license shall allow the licensee to offer for sale, sell and serve alcoholic liquor for consumption on unlicensed premises which may be open to the public.

(b) Every licensee shall cause the caterer’s license to be placed in plain view on any premises within the City where the caterer is serving or mixing alcoholic liquor for consumption on the premises.

(c) Prior to any event at which a caterer will sell or serve alcoholic liquor by the individual drink, the caterer shall provide electronic notification to the Director at least 48 hours prior to any event at which the caterer will sell alcoholic liquor by the individual drink. The Director shall make electronic notification available to local law enforcement. Notice shall consist of the time, location and the names of the contracting parties of the event. For events where alcohol is served, a licensee shall retain all documents for a period of three years for inspection by the director. The documents retained shall include agreements, receipts, employees assigned to the event and records of alcohol purchased. Notification shall not be required for weddings, funerals, events sponsored by religious institutions, or for business, industry or trade sponsored meetings, including, but not limited to, awards presentations and retirement celebrations.

(d) A licensee is further authorized to engage in activities as set forth in K.S.A. 41-2643 and amendments thereto.”

SECTION 16. Section 4.16.154 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

“Temporary permits.

(a) A temporary permit shall allow the permit holder to offer for sale, sell and serve alcoholic liquor for consumption on unlicensed premises, which may be open to the public, subject to the terms of the permit.

(b) A temporary permit shall specify the premises for which such permit is issued and shall be issued only for premises as allowed by the Wichita-Sedgwick County Unified Zoning Code.

(c) A temporary permit shall be issued for a period of time not to exceed three consecutive days, the dates and hours of which will be specified in the permit. Not more than four temporary permits may be issued to any one applicant in a calendar year. Provided, however, that, pursuant to K.S.A. 41-2645 and amendments thereto, the director may issue a temporary permit for a special event which, in the director’s discretion, may last no more than 30 days in duration.

(d) A holder of a temporary permit is further authorized to engage in activities as set forth in K.S.A. 41-2645 and amendments thereto.”

SECTION 17. Section 4.16.155 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“No drinks promotion, allowing removal of alcoholic liquor from certain licensed premises, certain sales practices prohibited.

(a) No club, drinking establishment, drinking establishment/restaurant, drinking establishment/hotel, caterer or holder of a temporary permit, nor any person acting as an employee or agent thereof shall:

(1) Offer or serve any free drink of cereal malt beverage or alcoholic liquor in any form to any person;

(2) Offer or serve to any person an individual drink at a price that is less than the acquisition cost of the individual drink to the licensee or permit holder;

(3) Sell, offer to sell or serve to any person an unlimited number of individual drinks during any set period of time for a fixed price, except at private functions not open to the general public or to the general membership of a club;

(4) Encourage or permit, on the licensed premises, any game or contest which involves drinking alcoholic liquor or cereal malt beverage or the awarding of individual drinks as prizes;

(5) sell, offer to sell or serve free of charge any form of powdered alcohol, as defined in K.S.A. 41-102, and amendments thereto; or

(6) Advertise or promote in any way, whether on or off the licensed premises, any of the practices prohibited under subsections (a)(1) through (5);

(7) Sell, offer to sell or serve any drink of alcoholic liquor or cereal malt beverage for consumption off of the licensed premises;

(8) Recklessly allow or permit any person to remove a drink of alcoholic liquor from the licensed premises or from the caterer's premises, except as allowed in subsection (c).

(b) A club, drinking establishment, drinking establishment/restaurant, drinking establishment/hotel, caterer or holder of a temporary permit may:

(1) Offer free food or entertainment at any time;

(2) Sell or deliver wine by the bottle or carafe;

(3) Sell, offer to sell and serve individual drinks at different prices throughout any day; or

(4) Sell or serve beer or cereal malt beverage in a pitcher capable of containing not more than 64 fluid ounces.

(5) Sell or serve margarita, sangria, daiquiri, mojito or other mixed alcoholic beverages as approved by the director in a pitcher containing not more than 64 fluid ounces.

(6) A club, drinking establishment, drinking establishment/restaurant, or drinking/establishment/ hotel may offer customer self-service of wine from automated devices on licensed premises so long as the licensee monitors and has the ability to control the dispensing of such wine from the automated device.

(c) Notwithstanding the provisions in subsection (a), a class A club license, class B club license, drinking establishment or drinking establishment/restaurant shall allow the licensee to allow legal patrons of the club or drinking establishment to remove from the licensed premises one or more opened containers of alcoholic liquor, subject to the following conditions:

(1) It must be legal for the licensee to sell the alcoholic liquor in its original container;

(2) The alcoholic liquor must be in its original container;

(3) Each container of alcoholic liquor must have been purchased by a patron and the alcoholic liquor in each container must have been partially consumed on the licensed premises;

(4) The licensee or the licensee's employee must provide the patron with a dated receipt for the unfinished container or containers of alcoholic liquor; and

(5) Before the container of alcoholic liquor is removed from the licensed premises, the licensee or the licensee's employee must securely reseal each container, place the container in a tamper-proof, transparent bag which is sealed in a manner that makes it visibly apparent if the bag is subsequently tampered with or opened.

(d) A hotel of which the entire premises is licensed as a drinking establishment may distribute coupons to its guests redeemable on the hotel premises for drinks containing alcoholic liquor as allowed and approved by the Kansas Secretary of Revenue.

(e) A hotel of which the entire premises is not licensed as a drinking establishment may distribute coupons to its guests redeemable with one or more clubs or drinking establishments for drinks containing alcoholic liquor as allowed and approved by the Kansas Secretary of Revenue.

(f) Violation of any provision of this section is a misdemeanor and punishable by a fine of not more than \$500 or imprisonment not to exceed six months or by both such fine and imprisonment.

(g) Violation of any provision of this act shall be grounds for suspension or revocation of the retailer's license as provided by this Title.”

SECTION 18. Section 4.16.160 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

“Drinking establishments and drinking establishment/restaurants – allowing serving of samples. Any drinking establishment or drinking establishment/restaurant license shall allow the licensee to offer for sale, sell and serve alcoholic liquor for consumption on the licensed premises which may be open to the public, and to serve samples of alcoholic liquor free of charge on licensed premises. No charge of any sort may be made for a sample serving. A person may be served no more than five samples per visit. Samples may not be served to a minor. No samples may be removed from the licensed premises. Providing samples is prohibited for any licensee who charges a cover charge or entry fee at any time during the business day. No consideration shall be requested or required for entry onto the premises, participation in any event taking place on the premises or to remain on the premises.

Alcoholic liquor and cereal malt beverage for the sampling as provided in this section shall be withdrawn from the inventory of the licensee. A person other than the licensee or the licensee’s agent or employee may not dispense or participate in the dispensing of alcoholic beverages under this section, except that the holder of a supplier’s permit or such permit holder’s agent or employee may participate in and conduct product tastings of alcoholic beverages upon a licensee’s premises as provided in K.S.A. 41-2656 and amendments thereto.”

SECTION 19. Section 4.16.165 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

“Dispensing and infusing alcoholic liquor.

(a) Alcoholic liquor shall be dispensed only from original containers, except any drinking establishment licensee or its agent or employee, may dispense:

(1) Alcoholic liquor from a machine or container used to mix alcoholic liquor with other liquids or solids intended for human consumption;

(2) alcoholic liquor from a machine or container used to chill alcoholic liquor, which may contain additional liquids or solids intended for human consumption; or

(3) infused alcoholic liquor from a container used to infuse alcoholic liquor with other substances intended for human consumption.

(b) A drinking establishment licensee, or its agent or employee, shall not refill any original container with any alcoholic liquor or any other substance.

(c) Any drinking establishment licensee, or its agent or employee, may infuse alcoholic liquor with spices, herbs, fruits, vegetables, candy or other substances intended for human consumption if no additional fermentation occurs during the process.

(d) As used in this section:

(1) “Dispense” means to portion out servings of alcoholic liquor for consumption. This term shall include the pouring of drinks of alcoholic liquor and opening original containers of alcoholic liquor by the licensee or licensee’s employee for consumption by customers, and shall not include any self-dispensing by a customer.

(2) “Infuse” means to add flavor or scent to a liquid by steeping additional ingredients in the liquid.”

SECTION 20. Section 4.16.175 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

“Possession of alcoholic liquor or cereal malt beverage on licensed premises.

(a) Nothing in this title shall be construed to prohibit a person from possessing, on premises licensed pursuant to this Chapter, alcoholic liquor or cereal malt beverage not purchased from the licensee.

(b) Nothing in this section shall prevent a licensee under this Chapter from adopting a policy prohibiting the possession, on the licensee's licensed premises, of alcoholic liquor or cereal malt beverage not purchased from the licensee.”

SECTION 21. Section 4.16.180 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Persons and entities ineligible for ~~club~~ license.

(a) No license shall be issued under the provisions of this chapter to:

(1) A person who has not been a citizen of the United States for at least 10 years, except that the spouse of a deceased licensee may receive and renew a license issued under the provisions of this chapter notwithstanding the provisions of this subsection if such spouse is otherwise qualified to hold a license and is a United States citizen or becomes a United States citizen within one year after the deceased licensee's death;

(2) A person who has been convicted of or has pled guilty to a felony under the laws of this state or any other state or of the United States;

(3) A person who has had a license revoked for cause under the provisions of Article 26 of Chapter 41 of the Kansas Statutes Annotated;

(4) A person who has been convicted of being the keeper or is keeping or has forfeited bond to appear in court to answer charges of being a keeper of any

property, whether real or personal, where sexual relations are being sold or offered for sale by a person who is 18 years of age or

(5) A person who has been convicted of or has pled guilty to being a proprietor of a gambling house or of pandering or other crimes or misdemeanors opposed to decency and morality or shall have forfeited ~~his~~ bond to appear in court to answer charges for any such violations;

(6) A person who is not at least 21 years of age;

(7) A person who, other than as a member of the governing body of the City of Wichita or of Sedgwick County, appoints or supervises any law enforcement officer, who is a law enforcement official or who is an employee of the director, except that the provisions of this subsection shall not apply to prohibit the issuance of a license for a class A club to an officer of a post home of a congressionally chartered service or fraternal organization, or a benevolent association or society thereof;

(8) A person who intends to carry on the business authorized by the license as agent of another;

(9) A person who at the time of application for renewal of any license issued hereunder would not be eligible for such license upon a first application except as provided by subsection (11);

(10) A person who has not been a resident of the State of Kansas for a period of at least one year immediately preceding the date of application;

(11) Any person if the spouse of such person would be ineligible to receive such a license hereunder for any reason other than citizenship, residence

requirements or age, except that this subsection shall not apply in determining eligibility for a renewal license;

(12) A person who has a beneficial interest in the manufacture, preparation or wholesaling or the retail sale of alcoholic liquor or a beneficial interest in any other club, drinking establishment or caterer licensed pursuant to Article 26 of Chapter 41 of the Kansas Statutes Annotated and this title, except that:

(a) A license for premises located in a hotel may be granted to a person who has a beneficial interest in one or more clubs or drinking establishments licensed hereunder if such other clubs or establishments are located in hotel;

(b) A license for a club or drinking establishment which is a restaurant may be issued to a person who has a beneficial interest in other clubs or drinking establishments which are restaurants;

(c) A caterer's license may be issued to a person who has a beneficial interest in a club or drinking establishment and a license for a club or drinking establishment may be issued to a person who has a beneficial interest in a caterer;

(d) A license for a class A club may be granted to an organization of which an officer, director or board member is a distributor or retailer licensed under the liquor control act if such distributor or retailer sells no alcoholic liquor to such club;

(e) Any person who has a beneficial interest in a microbrewery, microdistillery or farm winery licensed pursuant to the Kansas Liquor Control Act may be issued any or all of the following: (1) class B club license; (2) any drinking establishment license; and (3) caterer's license;

(13) A copartnership, unless all of the copartners are qualified to obtain a license;

(14) A corporation, if any officer, manager, or director thereof, or any stockholder owning in the aggregate more than 5% of the common or preferred stock of such corporation would be ineligible to receive a club license hereunder for any reason other than citizenship and residence requirements;

(15) A corporation, if any officer, manager or director thereof, or any stockholder owning in the aggregate more than 5% of the common or preferred stock of such corporation has been an officer, manager or director, or a stockholder owning in the aggregate more than five percent of the common or preferred stock, of a corporation which:

(a) Has had a license revoked under the provisions of the club and drinking establishment act of the State of Kansas,

(b) Has been convicted of a violation of the club and drinking establishment act or the cereal malt beverage laws of the State of Kansas;

(16) A corporation organized under the laws of any state other than the State of Kansas;

(17) A trust, if any grantor, beneficiary or trustee would be ineligible to receive a license under this chapter for any reason, except that the provisions of subsection (6) shall not apply in determining whether a beneficiary would be eligible for a license; or

(18) A person who has failed to pay any outstanding administrative penalty imposed pursuant to Section 4.12.090(c) or Section 4.16.095(d) of the City Code.

(b) No club or drinking establishment license shall be issued under the provisions of the club and drinking establishment act to:

(1) A person who does not own the premises for which a license is sought, or does not, at the time the application is submitted, have a written lease thereon, except that an applicant seeking a license for a premises which is owned by a city or county, or is a stadium, arena, convention center, theater, museum, amphitheater or other similar premises may submit an executed agreement to provide alcoholic beverage services at the premises listed in the application in lieu of a lease.

(2) A person who is not a resident of the county in which the premises sought to be licensed are located.”

SECTION 22. Section 4.16.190 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Penalty for violation.

Violation of any provision of this chapter and amendments thereto, for which a penalty is not otherwise specifically provided is punishable by a fine not to exceed \$500 or imprisonment not to exceed six months, or both such fine and imprisonment.”

SECTION 23. The originals of Sections 4.16.020, 4.16.030, 4.16.040, 4.16.070, 4.16.075, 4.16.080, 4.16.090, 4.16.095, 4.16.130, 4.16.150, 4.16.155, 4.16.170, 4.16.180 and 4.16.190 of the Code of the City of Wichita, Kansas, are hereby repealed, and Resolution R-95-549 shall be repealed upon the effective date of the Charter Ordinance repealing Charter Ordinance No. 105 of the Code of the City of Wichita, Kansas.

SECTION 24. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper, except that Section 4.16.060 shall become effective upon the effective date of the Charter Ordinance repealing Charter Ordinance No. 105.

PASSED by the governing body of the City of Wichita, Kansas, this 15th day of March, 2016.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magaña, City Attorney and
Director of Law

First Published in The Wichita Eagle on _____

DELINEATED

02/19/16

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 4.16.040, 4.16.070, 4.16.080, 4.16.090, 4.16.095, 4.16.130, 4.16.150, 4.16.155, 4.16.180 AND 4.16.190; CREATING SECTIONS 4.16.050, 4.16.055, 4.16.060, 4.16.065, 4.16.068, 4.16.152, 4.16.153, 4.16.154, 4.16.160, 4.16.165 AND 4.16.175, AND REPEALING SECTIONS 4.16.020, 4.16.030, 4.16.075 AND 4.16.170 OF THE CODE OF THE CITY OF WICHITA, KANSAS, AND REPEALING RESOLUTION R-95-549 PERTAINING TO LICENSING THE SALE OF ALCOHOLIC LIQUOR BY THE DRINK, FEES AND OTHER REQUIREMENTS OF LICENSURE, AND PROHIBITED ACTS BY LICENSEES.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA,
KANSAS:

SECTION 1. The title to Chapter 4.16 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Chapter 4.16. Drinking Establishments, Private Clubs and Sale of Liquor By the Drink.”

SECTION 2. Section 4.16.040 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“~~Owner allowing violation~~ Allowing illegal consumption of alcoholic liquor.

(a) No person shall allow consumption of alcoholic liquor in violation of this chapter on any property owned, leased or otherwise under his such person’s control. Any person allowing such consumption shall be guilty of a misdemeanor and upon conviction thereof shall be subject to a fine not to exceed \$500 or by imprisonment not to exceed six months or by both such fine and imprisonment.

(b) The property on which the violation takes place is declared to be a common nuisance and as such is subject to abatement as provided for any other common nuisance by city ordinance or as provided in K.S.A. 41-805 and amendments thereto.”

SECTION 3. Section 4.16.050 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

“License required – sale of liquor by the drink prohibited.

(a) No person shall maintain or operate a drinking establishment, drinking establishment/restaurant, drinking establishment/hotel, class A club, or class B club within the corporate limits of the City of Wichita without having in such person’s possession for the location of the establishment a valid unexpired and unrevoked license issued under the provisions of K.S.A. Chapter 41 and this chapter.

(b) No person shall act as a caterer within the corporate limits of the City of Wichita without having in such person’s possession a valid unexpired and unrevoked license issued under the provisions of K.S.A. Chapter 41 and this chapter.

(c) No person or organization shall sponsor, conduct or hold an event within the corporate limits of the City of Wichita which requires a temporary permit unless such person or organization has in such person or organization’s possession a temporary permit issued under the provisions of K.S.A. Chapter 41 and this chapter.

(d) Violation of any of the provisions of this section is a misdemeanor and shall be punished as set forth in Section 4.16.190 and amendments thereto.”

SECTION 4. 4.16.055 of the Code of the City of Wichita, Kansas is hereby created to read as follows:

“Premises licensed; zoning compliance.

(a) Any drinking establishment, drinking establishment/restaurant, drinking establishment/hotel, class A club, or class B club license issued pursuant to this chapter shall be for one particular premises which shall be stated in the application and in the license. Not more than one premises licensed under this chapter shall exist at a single legal address.

(b) No license shall be issued pursuant to this chapter unless a club or drinking establishment of any kind is allowed or provided for at such location by the Wichita/Sedgwick County Unified Zoning Code.”

SECTION 5. Section 4.16.060 of the Code of the City of Wichita, Kansas is hereby created to read as follows:

“License application; fees.

(a) Application for all licenses required by this Chapter shall be upon forms provided by the City Treasurer’s office and shall be filed with the City’s Licensing Section. The applicant shall provide all information requested by such forms and pursuant to the provisions of this title.

(b) At the time application is made to the City Treasurer’s office for a license pursuant to this section, the following fees shall accompany the application:

- (1) Class A private club, any category\$500.00
(fraternal/veterans; social, 500 members or less; social, over 500 members)
- (2) Class B private club\$500.00
- (3) Drinking establishment, any category.....\$500.00
(restaurant, entire hotel)
- (4) Drinking establishment (any category)/caterer.....\$500.00
- (5) Caterer.....\$500.00

- (6) Temporary permit, per day.....\$ 80.00
(maximum 3 consecutive days, 4 times per year, may be for duration of a
community event)

Provided, however, this section shall become effective only upon the effective date of the ordinance repealing Charter Ordinance No. 105. Prior to that date, the fees that are currently set by the City Council in Resolution R-95-549, dated November 28, 1995, shall remain in effect. Since the fees currently in effect are annual fees, the amounts shall be doubled for all biennial licenses issued upon the effective date of this ordinance.

No fee required by this chapter or any portion thereof shall be pro-rated or refunded for any reason except if, in the determination of the City Treasurer, the application of this section would result in a substantial and unfair burden upon the applicant.”

SECTION 6. Section 4.16.065 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

“Term of license.

(a) The license required by Section 4.16.050(a) or (b) shall be issued for a term of two years and shall extend for the time period covered by the state license for the same premises.

(b) All city licenses required by Section 4.16.050(a) or (b) that are in existence upon the effective date of this ordinance shall be subject to the following procedure:

(1) Any city license expiring prior to the expiration date of the state license for the same premises shall be extended for a period not to exceed one

year or until the renewal date of the state license, upon payment of a \$250 renewal fee. No application is required to be submitted for this extension. After one extension, the city license will expire on the same date as the state license expires and subsequent renewals shall be subject to the procedures set forth in subsection (2) herein.

(2) Any city license expiring on the same date as the state license for the same premises shall be renewed and the fees required by Section 4.16.060 paid no later than 10 business days after any renewal of the state license and shall remain in effect during this time period. The licensee shall be responsible for submitting an application for renewal of the city license at least 30 days in advance of the renewal date to allow time for the renewal process.

(c) Any establishment or business that comes into existence after the effective date of this ordinance that is required to be licensed by the city as set forth in Section 4.16.050 (a) or (b) must obtain such license and pay the fee required in Section 4.16.060 before the establishment opens for business under the original state license. Any subsequent renewal of such license shall be subject to the procedures set for in subsection (b)(2) herein.

(d) Any extension of the effective term of the state license issued for an establishment or business shall extend the term of the city license that is issued pursuant to this chapter for the same premises. The city license shall extend for the same period of time as the state license extension, provided, however, the licensee shall be responsible for providing proof of any extension of the license by the state to the City Treasurer's office."

SECTION 7. Section 4.16.068 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

“Denial of License – Appeal. The denial of any license or permit application issued pursuant to this chapter shall be subject to the appeal process and provisions set forth in Section 4.16.095(d) and (e), except that the notice of appeal shall include the name and address of the appellant, the date of the license or permit application, the date of the denial of the application or permit and the factual basis for the appeal. The review conducted by the City Council shall be of the facts and circumstances of the license or permit denial.”

SECTION 8. Section 4.16.070 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“License exclusive to premises issued.

(a) The license provided in this chapter shall be issued for one particular premises which shall be stated in the application and in the license. No license shall be issued for premises wherein the use thereof would be in violation of any provision of the city zoning laws or the city building codes or fire codes Wichita-Sedgwick County Uniform Building and Trade Code, the Wichita-Sedgwick County Unified Zoning Code or the fire code of the City of Wichita. Nothing in this section shall be construed to require a fixed premise for persons licensed as a caterer pursuant to article 26 of Chapter 41 of Kansas Statutes Annotated.

(b) Any licensed premises which includes the exterior of a building and/or an outdoor area must be adequately lighted during all business hours.

(c) Except as provided in subsection (e), any licensed premises which includes the exterior of a building must be enclosed by a fence or approved diverters in such a way as to allow access only through a single structure designated as the official gate or entrance.

(d) Any licensed premises which is an outdoor area must have its boundaries clearly marked or fenced so as to allow access only through an official gate or entrances.

(e) Any licensed premises of a special event, for which a temporary permit has been issued pursuant to K.S.A. 41-2645 and amendments thereto, shall be clearly marked by signs, a posted map or other means which reasonably identify the area in which alcoholic liquor may be possessed or consumed at such special event.

(f) The licensed premises of drinking establishments that are immediately adjacent to, or located within the licensed premises of a special event, for which a temporary permit has been issued and the consumption of alcoholic liquor on public property has been approved, may be extended into and made a part of the licensed premises of the special event for the duration of the temporary permit issued for such special event.”

SECTION 9. Section 4.16.080 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Compliance Unlawful acts of licensee or permit holder. It is unlawful for a any licensee or holder of a temporary permit under this chapter to:

(a) Employ any person under the age of ~~twenty-one~~ 21 years in connection with the mixing or dispensing of alcoholic liquor;

(b) Knowingly employ ~~knowingly~~ or continue ~~in employment~~ to employ any person in connection with the dispensing or serving of alcoholic liquor or the mixing of drinks containing alcoholic liquor who has been adjudged guilty of a felony or of any crime involving a morals charge in the court of this city, or of this state or any other state, or of the United States; ~~provided that the term "conviction" shall include being placed on diversion;~~

(c) ~~Employ knowingly or continue in employment any person in connection with the dispensing or serving of alcoholic liquor or mixing of drinks containing alcoholic liquor who has been adjudged guilty or placed on diversion on a violation of any intoxicating liquor law of this or any other municipality, this or any other state, or of the United States during the two year period immediately following such adjudging;~~
Knowingly employ or continue to employ any person in connection with the dispensing or serving of alcoholic liquor, or the mixing of drinks containing alcoholic liquor, who has been adjudged guilty of two or more violations of K.S.A. 21-5607, and amendments thereto, furnishing alcoholic liquor to minors, or a similar law of the City of Wichita, any other municipality, any other state, or of the United States, pertaining to furnishing alcoholic liquor to minors within the immediately preceding five years, or who has been adjudged guilty of three or more violations of any intoxicating liquor law of the City of Wichita, any other municipality, any other state, or of the United States, not involving the furnishing of alcoholic liquor to minors within the immediately preceding five years;

(d) In the case of a club, fail to maintain at the licensed premises a current list of all club members and their residences addresses or refuse to allow the City Attorney,

~~or any of his authorized agents~~ the City Attorney's designee or any law enforcement officer to inspect such list;

(e) Purchase alcoholic liquor from any person except from a person authorized by law to sell such alcoholic liquor to such licensee or permit holder;

(f) Permit any employee of the licensee or permit holder who is under the age of ~~twenty-one~~ 21 years of age to work on the premises where alcoholic liquor is sold by such licensee or permit holder at any time when not under the on-premises supervision of either the licensee or permit holder, or an employee who is ~~twenty-one~~ 21 years of age or over;

(g) Employ any person under the age of ~~eighteen~~ 18 years in connection with the serving of alcoholic liquor.”

SECTION 10. Section 4.16.090 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Revocation of license.

(a) The City Council shall immediately revoke the license of any licensee whenever the state license of the licensee is revoked by the state for any reason.

(b) The City Council, upon five days written notice to a person holding a license to sell alcoholic liquor, may assess ~~a fine~~ an administrative penalty not to exceed ~~five hundred dollars~~ \$1,000, may assess such ~~fine~~ penalty and/or suspension for a period not to exceed ~~thirty~~ 30 days or may revoke such license for any of the following reasons:

(1) If the licensee has fraudulently obtained the license by giving false information in the application therefor or any hearing thereon;

(2) If the licensee, manager, employee or agent has violated any of the provisions of this Title, ~~Chapter 3.28, Chapter 3.30 or Section 3.08.030~~ of the Code of the City of Wichita, ~~or~~ any rule or regulation by the City Council of the city, or the licensed premises are in violation of the health, housing, or fire, zoning, or building codes of the City of Wichita ~~or the State of Kansas, or any provision of the Wichita-Sedgwick County Uniform Building and Trade Code, or any provision of the Wichita-Sedgwick County Unified Zoning Code, or any law of the State of Kansas,~~ or of the maximum occupant load of such building;

(3) If the licensee has become ineligible to obtain a license or permit under this title;

(4) ~~Drunkenness of a person holding such license, drunkenness of licensee's manager or employee while on the premises for which said license is issued, or for a licensee, whose manager or employee permits any intoxicated person to remain in such place selling alcoholic liquor;~~

The licensee's manager or employee has been intoxicated while on duty;

~~(5) — The sale or gift of cereal malt beverage or alcoholic liquor to a minor by a licensee, his manager or employee;~~

~~(6) — The nonpayment of any license fee payable pursuant to this title;~~

~~(7) — For a licensee, his manager or employee to permit gambling in or upon premises selling alcoholic liquor;~~

~~(8)~~(5) If the licensee or his manager or employee has permitted any disorderly person to remain on premises where alcoholic liquor is sold by such licensee;

~~(9)~~(6) If there has been a violation of a provision of the laws of this city or of this state or of any other state or the United States pertaining to the sale of intoxicating or alcoholic liquors or cereal malt beverages, or any crime involving a morals charge or moral turpitude on premises where alcoholic liquor is sold by such licensee;

~~(10)~~(7) If the licensee or his managing officers or any employee, has purchased or displayed, on premises where alcoholic liquor is sold by such licensee, a federal waging occupational stamp issued by the United States Treasury Department;

~~(11)~~(8) If the licensee or his managing officers or any employee, has purchased and displayed, on premises where alcoholic liquor is sold by such licensee, a federal coin-operated gambling device stamp for the premises issued by the United States Treasury Department;

~~(12)~~(9) If the licensee holds a license as a Class B Club, drinking establishment or caterer and has been found guilty of a violation of Article 10 of Chapter 44 of the Kansas Statutes Annotated under a decision or order of the Civil Rights Commission which has become final or such licensee has been found guilty of a violation of K.S.A. 21-4003 and amendments thereto;

~~(13) — For employing a person who has been adjudged guilty of a felony, a violation of an offense involving a morals charge or a crime of moral turpitude, or a violation of intoxicating liquor or drug law; provided that the term "adjudged guilty" shall include being placed on diversion. The Chief of Police may require any employee to submit to fingerprinting to determine if a violation of this section~~

~~has occurred, and the failure of an employee to submit to fingerprinting if required by the chief of police shall be prima facie evidence that the employee is ineligible for employment under the provisions of this section;~~

(1410) For failure to maintain sufficient records to determine the percentage of gross business obtained from the sale of cereal malt beverages or alcoholic liquor;

(1511) For failure to permit the inspection of such records at all times during business hours by proper agents of the city;

~~(16) For knowingly allowing or permitting any known felon to loiter upon or about the licensed premises;~~

~~(17) For selling or providing alcoholic liquor to any person who is intoxicated who thereafter and by reason of such intoxication or where such intoxication is a contributing factor violates any ordinance of the City of Wichita, laws of the State of Kansas, or the federal government;~~

~~(18) Failure to pay a fine assessed by the City Council within thirty days of the date such fine was imposed.~~

(12) There has been a violation of K.S.A. 21-4106 (maintaining a public nuisance) or 21-4107 (permitting a public nuisance) prior to their repeal, or K.S.A. 2012 Supp. 21-6204 (maintaining, permitting a public nuisance) and amendments thereto, in or upon the licensee's place of business.

(c) In any hearing before the City Council pursuant to this section ~~or upon appeal from a suspension or reclassification of license by the chief of police pursuant to Section 4.16.095,~~ a certified copy of conviction from any local, state, or federal court, for

any violation contained within subsection (b) of this section, is prima facia evidence of violation. For the purposes of this section, 'conviction' shall include being placed on diversion or being adjudged guilty upon entering a plea of no contest.

~~(d) — If any of the grounds for revocation enumerated in subsection (b) of this section are violated by an employee or manager, then in the absence of proof of knowledge by the licensee, there shall be no revocation, except as herein provided, but there may be a suspension of not more than thirty days; it being further provided that in the event any licensee is subject to more than two such suspensions in any twelve-month period, his license may be revoked on the third such violation.~~

~~(e)~~(d) Within ~~twenty~~ 20 days after the order of the City Council revoking or suspending any license, the licensee may appeal from such order to the Sedgwick County District Court ~~district court of the county~~ in the manner as provided by law; provided that any appeal taken from an order revoking any such license shall not suspend the order of revocation during the pendency of such appeal. In case of the revocation of a license of any licensee, no new license shall be issued to such person or to any person acting for or on his behalf, for a period of six months after the revocation becomes effective.”

SECTION 11. Section 4.16.095 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Suspension or reclassification of license by Chief of Police.

(a) The Chief of Police, upon five days written notice to the person holding a ~~drinking establishment license or a drinking establishment/restaurant license~~ issued pursuant to this Chapter, shall have the authority to suspend such license for a period of not to exceed ~~thirty~~ 30 days for any of the reasons set forth at Section 4.16.090(b) (2),

(4), (5), ~~(6)~~ ~~(7)~~, ~~(8)~~, (9), (10), (11) and (12), ~~(14)~~, ~~(15)~~, ~~(16)~~ and ~~(17)~~, which reason does not, in the judgment of the chief of police, justify a recommendation of revocation.

(b) The Chief of Police, upon five days written notice to the person holding any ~~drinking establishment license or drinking establishment/restaurant~~ license issued pursuant to this Chapter, shall have the authority to suspend such license if the licensee, the licensee's manager, employee, or agent, or any person under the direction and control of the licensee has committed a violation of Sections 7.41.010 or 7.41.030 (noise) of this Code, or any amendments thereto. Within any two-year period of time, upon a first violation of said sections, the Chief of Police shall issue a written warning to the licensee; upon a second violation, ~~the chief~~ shall suspend such license for a period of one day; upon a third violation, ~~the chief~~ shall suspend such license for a period of one week; and upon a fourth or subsequent violation, ~~the chief~~ shall suspend such license for the period of one year.

(c) The Chief of Police upon five days written notice to the person holding a drinking establishment/restaurant license shall reclassify the premises to a drinking establishment if the licensee fails to provide information showing ~~either~~ the required amount of gross revenues from sales ~~or of food or the percentage of floor space devoted to designated seating according to the floor plan~~ and the service of food for consumption on the licensed premises, or has been convicted of three violations of Section 4.16.130 of this Code. In the event of such reclassification by the ~~chief of police~~ Chief of Police, the licensee shall be ineligible to apply for, hold or have any interest in any business licensed as a drinking establishment/restaurant for a period of one year from the date of the reclassification, and shall have ~~thirty~~ 30 days within which to apply for the appropriate

zoning which may be required as a result of the change in classification and shall be permitted a reasonable time thereafter within which to complete the process. For the purpose of determining whether a conviction is a third or subsequent conviction under this section, all convictions for violation of Section 4.16.130 occurring within the immediately preceding twenty-four months, including those prior to the effective date of this section, shall be aggregated and considered together and it is irrelevant whether an offense occurred before or after conviction for a prior offense.

(d) The licensee may appeal any order of suspension or reclassification issued pursuant to this section ~~to the city council within seven days from the date of such order, and in the event such order of suspension or reclassification is upheld by the city council, the licensee may appeal to the district court of the county in the manner now provided by K.S.A. 41-2708 and any amendments thereto. Any appeal taken from an order of the chief of police shall stay the order of suspension or reclassification until the matter is resolved by the city council. Any appeal to the district court shall not stay the order of the city council.~~ by filing with the City Clerk a written notice of appeal to the City Council within 20 days of the decision to suspend a license by the Chief of Police. Notice of Appeal shall specify:

- (1) the name and address of the appellant;
- (2) the date of the suspension or reclassification of the license; and
- (3) the factual basis for the appeal.

Upon receipt of a complete and timely filed Notice of Appeal, the City Clerk shall schedule a hearing before the City Council, no later than 30 days from the date of the filing of the Notice of Appeal with the City Clerk. Any appeal shall stay the suspension

or reclassification of the license until the matter is heard by the City Council. The City Council may approve or overrule the suspension or reclassification of a license or may modify the decision to suspend or reclassify a license, and in addition, may impose an administrative penalty of up to \$1,000. In any hearing before the City Council pursuant to this section, a certified copy of a conviction from any local, state, or federal court for any violation is prima facie evidence of such violation.

(e) The Council's decision may be appealed to the Eighteenth Judicial District Court of the State of Kansas pursuant to K.S.A. 60-2101 and any amendments thereto. Any such appeal to the District Court shall not stay the suspension or reclassification of the license or any modification imposed thereupon by the City Council.

(f) The ~~chief of police~~ Chief of Police shall notify the ~~city manager~~ City Manager prior to making a suspension or reclassification hereunder.

(g) As used in this Section, any authority granted to the Chief of Police shall include his or her designee.”

SECTION 12. Section 4.16.130 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Permitting consumption by minors; minors prohibited from entering or remaining in drinking establishments; exceptions; penalties.

(a) No licensee, permit holder, or any owner, officer, or employee thereof, shall knowingly or unknowingly permit the possession or consumption of alcoholic liquor or cereal malt beverages ~~on premises licensed as a drinking establishment or drinking establishment/restaurant~~ by a ~~person under legal age, minor on premises where~~ alcoholic beverages are sold by such licensee or permit holder, except that a licensee's or

permit holder's employee who is not less than ~~eighteen~~ 18 years of age may serve alcoholic liquor or cereal malt beverage under the on-premises supervision of the licensee or permit holder, or an employee who is ~~twenty-one~~ 21 years of age or older.

(b) No licensee, ~~permit holder, or any~~ owner, officer, or employee of a drinking establishment shall knowingly or unknowingly ~~permit a person under the legal age for consumption of alcoholic liquor~~ allow a minor to enter or remain on the premises of a drinking establishment and no ~~person under the legal age for consumption of alcoholic liquor~~ minor shall enter or remain on the premises of a drinking establishment.

(c) It shall be a defense to a prosecution of a licensee, permit holder, or any owner, officer, or employee thereof, under subsection (a) or (b) if:

(1) ~~The defendant is a licensed retailer, club, drinking establishment or caterer or holds a temporary permit, or an employee thereof; and~~

(2) The defendant ~~sold~~ allowed the possession or consumption of the alcoholic liquor or cereal malt beverage ~~to~~ by the minor or allowed the minor to enter or remain upon the premises of a drinking establishment with reasonable cause to believe that the minor was ~~twenty-one~~ 21 or more years of age; and

(3)(2) To ~~purchase~~ possess or consume the alcoholic liquor or cereal malt beverage, or to enter or remain upon the premises of a drinking establishment, the minor exhibited to the defendant a driver's license, Kansas non-driver's identification card or other official or apparently official document that reasonably appears to contain a photograph of the minor and purporting to establish that such minor was ~~twenty-one~~ 21 or more years of age.

(d) ~~Any licensee, permit holder, or any owner, officer or employee thereof who violates any provision~~ Violation of this section is ~~guilty of a misdemeanor and upon conviction shall be punished as provided in Section 4.16.190 and amendments thereto~~ punishable by a fine of not less than \$100 and not more than \$500 or imprisonment not exceeding 30 days, or by both such fine and imprisonment.

(e) Violation of this section by a person ~~eighteen~~ 18 or more years of age but less than ~~twenty-one~~ 21 years of age is a misdemeanor punishable by a fine of not less than ~~two hundred dollars~~ \$200 and not more than ~~five hundred dollars~~ \$500. In addition to such fine the court may order the offender to perform ~~forty~~ 40 hours of public service. Further, any person less than ~~eighteen~~ 18 years of age who violates this section is a juvenile offender under the Kansas Juvenile Offenders Code and upon adjudication thereof shall be required as a condition of disposition to pay the fine or perform the public service, or both, ~~specified as punishment in this sub-section for the offense~~ as set forth in herein.

(f) The provisions of subsection (b) of this section ~~applies~~ apply only to drinking establishments ~~and not to drinking establishment/restaurants, as those terms are defined in Section 4.04.010 and amendments thereto~~ and not to any other license issued under this chapter. ~~Be it provided, however, the provisions of subsection (b) of this section shall not apply to a drinking establishment when the licensed premises are leased to a bona fide religious organization for the purpose of conducting religious services, but only during the actual time when such religious services are being held. During the time when religious services are being held, all alcoholic liquor must be removed from the licensed premises, or secured behind locked cabinets, and no alcoholic liquor or cereal~~

~~malt beverage shall be available to any participants in the religious services, except that nothing contained in this subsection shall prevent the possession and dispensation of wine by an authorized representative of any church for the purpose of conducting any bona fide rite or religious ceremony conducted by such church.”~~

SECTION 13. Section 4.16.150 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

~~“Member must be present~~ **Class A club license; rights of licensee.** A club license for a class A club shall allow the licensee to:

(a) Offer for sale, sell and serve alcoholic liquor for consumption on the licensed premises by members and their families and guests accompanying them and to any reciprocal member as provided by ~~Article 26 of Chapter 41 of Kansas Statutes Annotated~~ K.S.A. 41-2637, and any amendments thereto; and

(b) Serve samples of alcoholic liquor free of charge for consumption by members and their families and guests accompanying them and to any reciprocal member as provided by K.S.A. 41-2637 and any amendments thereto. No charge of any sort may be made for a sample serving. A person may be served no more than five samples per visit. Samples may not be served to a minor. No samples may be removed from the licensed premises. No consideration shall be requested or required for entry onto the premises, participation in any event taking place on the premises or to remain on the premises.

(c) A licensee is further authorized to engage in activities as set forth in K.S.A. 41-2637 and amendments thereto.”

SECTION 14. Section 4.16.152 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

“Class B club license; rights of licensee. A license for a class B club shall allow the licensee to:

(a) Offer for sale, sell and serve alcoholic liquor for consumption on the licensed premises by members of such club, family members and guests accompanying members, and to any reciprocal member as provided by K.S.A. 41-2641 and any amendments thereto; and

(b) Serve samples of alcoholic liquor free of charge on the licensed premises for consumption by such members and their families and guests accompanying them. No charge of any sort may be made for a sample serving. A person may be served no more than five samples per visit. Samples may not be served to a minor. No samples may be removed from the licensed premises. Providing samples is prohibited for any licensee who charges a cover charge or entry fee at any time during the business day. No consideration shall be requested or required for entry onto the premises, participation in any event taking place on the premises or to remain on the premises.

(c) A licensee is further authorized to engage in activities as set forth in K.S.A. 41-2641 and amendments thereto.”

SECTION 15. Section 4.16.153 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

“Caterers.

(a) A caterer's license shall allow the licensee to offer for sale, sell and serve alcoholic liquor for consumption on unlicensed premises which may be open to the public.

(b) Every licensee shall cause the caterer's license to be placed in plain view on any premises within the City where the caterer is serving or mixing alcoholic liquor for consumption on the premises.

(c) Prior to any event at which a caterer will sell or serve alcoholic liquor by the individual drink, the caterer shall provide electronic notification to the Director at least 48 hours prior to any event at which the caterer will sell alcoholic liquor by the individual drink. The Director shall make electronic notification available to local law enforcement. Notice shall consist of the time, location and the names of the contracting parties of the event. For events where alcohol is served, a licensee shall retain all documents for a period of three years for inspection by the director. The documents retained shall include agreements, receipts, employees assigned to the event and records of alcohol purchased. Notification shall not be required for weddings, funerals, events sponsored by religious institutions, or for business, industry or trade sponsored meetings, including, but not limited to, awards presentations and retirement celebrations.

(d) A licensee is further authorized to engage in activities as set forth in K.S.A. 41-2643 and amendments thereto."

SECTION 16. Section 4.16.154 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"Temporary permits.

(a) A temporary permit shall allow the permit holder to offer for sale, sell and serve alcoholic liquor for consumption on unlicensed premises, which may be open to the public, subject to the terms of the permit.

(b) A temporary permit shall specify the premises for which such permit is issued and shall be issued only for premises as allowed by the Wichita-Sedgwick County Unified Zoning Code.

(c) A temporary permit shall be issued for a period of time not to exceed three consecutive days, the dates and hours of which will be specified in the permit. Not more than four temporary permits may be issued to any one applicant in a calendar year. Provided, however, that, pursuant to K.S.A. 41-2645 and amendments thereto, the director may issue a temporary permit for a special event which, in the director's discretion, may last no more than 30 days in duration.

(d) A holder of a temporary permit is further authorized to engage in activities as set forth in K.S.A. 41-2645 and amendments thereto."

SECTION 17. Section 4.16.155 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"No drinks promotion, allowing removal of alcoholic liquor from certain licensed premises, certain sales practices prohibited.

(a) No club, drinking establishment, drinking establishment/restaurant, ~~or drinking establishment/restaurant/event center~~, drinking establishment/hotel, caterer or holder of a temporary permit, nor any person acting as an employee or agent thereof pursuant to Title 4 shall:

(1) Offer or serve any free drink of cereal malt beverage or alcoholic liquor in any form to any person;

(2) Offer or serve to any person an individual drink at a price that is less than the acquisition cost of the individual drink to the licensee or permit holder;

(3) Sell, offer to sell or serve to any person an unlimited number of individual drinks during any set period of time for a fixed price, except at private functions not open to the general public or to the general membership of a club;

(4) Encourage or permit, on the licensed premises, any game or contest which involves drinking alcoholic liquor or cereal malt beverage or the awarding of individual drinks as prizes;

(5) sell, offer to sell or serve free of charge any form of powdered alcohol, as defined in K.S.A. 41-102, and amendments thereto; or

~~(5)~~ (6) Advertise or promote in any way, whether on or off the licensed premises, any of the practices prohibited under subsections (a)(1) through ~~(4)~~(5);

~~(6)~~ (7) Sell, offer to sell or serve any drink of alcoholic liquor or cereal malt beverage for consumption off of the licensed premises;

~~(7)~~ (8) Recklessly allow or permit any person to remove a drink of alcoholic liquor from the licensed premises or from the caterer's premises, except as allowed in subsection (c).

(b) A club, drinking establishment, drinking establishment/restaurant, ~~or drinking establishment/restaurant/event center~~, drinking establishment/hotel, caterer or holder of a temporary permit may:

(1) Offer free food or entertainment at any time;

(2) Sell or deliver wine by the bottle or carafe;

(3) Sell, offer to sell and serve individual drinks at different prices

throughout any day; or

(4) Sell or serve beer or cereal malt beverage in a pitcher capable of containing not more than 64 fluid ounces.

(5) Sell or serve margarita, sangria, daiquiri, mojito or other mixed alcoholic beverages as approved by the director in a pitcher containing not more than 64 fluid ounces.

(6) A club, drinking establishment, drinking establishment/restaurant, or drinking/establishment/ hotel may offer customer self-service of wine from automated devices on licensed premises so long as the licensee monitors and has the ability to control the dispensing of such wine from the automated device.

(c) Notwithstanding the provisions in subsection (a), a class A club license, class B club license, drinking establishment or drinking establishment/restaurant ~~or drinking establishment/ restaurant/event center~~ shall allow the licensee to allow legal patrons of the club or drinking establishment to remove from the licensed premises one or more opened containers of alcoholic liquor, subject to the following conditions:

(1) It must be legal for the licensee to sell the alcoholic liquor in its original container;

(2) The alcoholic liquor must be in its original container;

(3) Each container of alcoholic liquor must have been purchased by a patron and the alcoholic liquor in each container must have been partially consumed on the licensed premises;

(4) The licensee or the licensee's employee must provide the patron with a dated receipt for the unfinished container or containers of alcoholic liquor; and

(5) Before the container of alcoholic liquor is removed from the licensed premises, the licensee or the licensee's employee must securely reseal each container, place the container in a tamper-proof, transparent bag which is sealed in a manner that makes it visibly apparent if the bag is subsequently tampered with or opened.

(d) A hotel of which the entire premises is licensed as a drinking establishment may distribute coupons to its guests redeemable on the hotel premises for drinks containing alcoholic liquor as allowed and approved by the Kansas Secretary of Revenue.

(e) A hotel of which the entire premises is not licensed as a drinking establishment may distribute coupons to its guests redeemable with one or more clubs or drinking establishments for drinks containing alcoholic liquor as allowed and approved by the Kansas Secretary of Revenue.

(~~d~~f) Violation of any provision of this section is a misdemeanor and punishable by a fine of not more than ~~five hundred dollars~~ \$500 or imprisonment not to exceed six months or by both such fine and imprisonment.

(eg) Violation of any provision of this act shall be grounds for suspension or revocation of the retailer's license as provided by ~~Title 4~~ this title.

~~(f) — Every licensee subject to the provisions of this section shall make available at any time upon request a price list showing the licensee's current prices per individual drink for all individual drinks.”~~

SECTION 18. Section 4.16.160 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

“Drinking establishments and drinking establishment/restaurants – allowing serving of samples. Any drinking establishment or drinking establishment/restaurant license shall allow the licensee to offer for sale, sell and serve alcoholic liquor for consumption on the licensed premises which may be open to the public, and to serve samples of alcoholic liquor free of charge on licensed premises. No charge of any sort may be made for a sample serving. A person may be served no more than five samples per visit. Samples may not be served to a minor. No samples may be removed from the licensed premises. Providing samples is prohibited for any licensee who charges a cover charge or entry fee at any time during the business day. No consideration shall be requested or required for entry onto the premises, participation in any event taking place on the premises or to remain on the premises.

Alcoholic liquor and cereal malt beverage for the sampling as provided in this section shall be withdrawn from the inventory of the licensee. A person other than the licensee or the licensee’s agent or employee may not dispense or participate in the dispensing of alcoholic beverages under this section, except that the holder of a supplier’s permit or such permit holder’s agent or employee may participate in and conduct product

tastings of alcoholic beverages upon a licensee's premises as provided in K.S.A. 41-2656 and amendments thereto."

SECTION 19. Section 4.16.165 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"Dispensing and infusing alcoholic liquor.

(a) Alcoholic liquor shall be dispensed only from original containers, except any drinking establishment licensee or its agent or employee, may dispense:

(1) Alcoholic liquor from a machine or container used to mix alcoholic liquor with other liquids or solids intended for human consumption;

(2) alcoholic liquor from a machine or container used to chill alcoholic liquor, which may contain additional liquids or solids intended for human consumption; or

(3) infused alcoholic liquor from a container used to infuse alcoholic liquor with other substances intended for human consumption.

(b) A drinking establishment licensee, or its agent or employee, shall not refill any original container with any alcoholic liquor or any other substance.

(c) Any drinking establishment licensee, or its agent or employee, may infuse alcoholic liquor with spices, herbs, fruits, vegetables, candy or other substances intended for human consumption if no additional fermentation occurs during the process.

(d) As used in this section:

(1) "Dispense" means to portion out servings of alcoholic liquor for consumption. This term shall include the pouring of drinks of alcoholic liquor and opening original containers of alcoholic liquor by the licensee or licensee's

employee for consumption by customers, and shall not include any self-dispensing by a customer.

(2) “Infuse” means to add flavor or scent to a liquid by steeping additional ingredients in the liquid.”

SECTION 20. Section 4.16.175 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

“Possession of alcoholic liquor or cereal malt beverage on licensed premises.

(a) Nothing in this title shall be construed to prohibit a person from possessing, on premises licensed pursuant to this Chapter, alcoholic liquor or cereal malt beverage not purchased from the licensee.

(b) Nothing in this section shall prevent a licensee under this Chapter from adopting a policy prohibiting the possession, on the licensee's licensed premises, of alcoholic liquor or cereal malt beverage not purchased from the licensee.”

SECTION 21. Section 4.16.180 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Persons and entities ineligible for ~~club~~ license.

(a) No license shall be issued under the provisions of this chapter to:

~~(a)~~(1) A person who has not been a citizen of the United States for at least ~~ten~~ 10 years, except that the spouse of a deceased licensee may receive and renew a license issued under the provisions of this chapter notwithstanding the provisions of this subsection if such spouse is otherwise qualified to hold a license and is a United States citizen or becomes a United States citizen within one year after the deceased licensee's death;

~~(b)~~(2) A person who has been convicted of or has pled guilty to ~~or has been placed on diversion for~~ a felony under the laws of this state or any other state or of the United States;

~~(c)~~(3) A person who has had a license revoked for cause under the provisions of Article 26 of Chapter 41 of the Kansas Statutes Annotated;

~~(d)~~(4) A person who has been convicted of being the keeper or is keeping a house of prostitution or has forfeited bond to appear in court to answer charges of being a keeper of any property, whether real or personal, where sexual relations are being sold or offered for sale by a person who is 18 years of age or older ~~or has forfeited bond to appear in court to answer charges of being a keeper of a house of prostitution;~~

~~(e)~~(5) A person who has been convicted of or has pled guilty to ~~or has been placed on diversion for~~ being a proprietor of a gambling house or of pandering or other crimes or misdemeanors opposed to decency and morality or shall have forfeited ~~his~~ bond to appear in court to answer charges for any such violations; ~~be a person or is a law enforcement official or who is an employee of the Director of the Alcoholic Beverage Control Board of the State of Kansas or the Alcoholic Beverage Control Board;~~

~~(f)~~(6) A person who is not at least ~~twenty-one~~ 21 years of age;

~~(g)~~(7) A person who, other than as a member of the governing body of the City of Wichita or of Sedgwick County, appoints or supervises any law enforcement officer, who is a law enforcement official or who is an employee of the director, except that the provisions of this subsection shall not apply to

prohibit the issuance of a license for a class A club to an officer of a post home of a congressionally chartered service or fraternal organization, or a benevolent association or society thereof;

~~(h)~~(8) A person who intends to carry on the business authorized by the license as agent of another;

~~(i)~~(9) A person who at the time of application for renewal of any license issued hereunder would not be eligible for such license upon a first application except as provided by subsection ~~(h)~~(11);

~~(j)~~(10) A person who has not been a resident of the State of Kansas for a period of at least one year immediately preceding the date of application;

~~(k)~~ ~~A person who does not own the premises for which a license is sought, or does not have a written lease thereon for at least three fourths of the period for which the license is to be issued except that this subsection shall only apply to applicants of club and drinking establishment licenses;~~

~~(l)~~(11) Any person if the spouse of such person would be ineligible to receive such a license hereunder for any reason other than citizenship, residence requirements or age, except that this subsection shall not apply in determining eligibility for a renewal license;

~~(m)~~ ~~A person who is not a resident of Sedgwick County, Kansas;~~

~~(n)~~(12) A person who has a beneficial interest in the manufacture, preparation or wholesaling or the retail sale of alcoholic liquor or a beneficial interest in any other club, drinking establishment or caterer licensed pursuant to

Article 26 of Chapter 41 of the Kansas Statutes Annotated and this title, except that:

~~(1)~~(a) A license for premises located in a hotel may be granted to a person who has a beneficial interest in one or more clubs or drinking establishments licensed hereunder if such other clubs or establishments are located in hotel;

~~(2)~~(b) A license for a club or drinking establishment which is a restaurant may be issued to a person who has a beneficial interest in other clubs or drinking establishments which are restaurants;

~~(3)~~(c) A caterer's license may be issued to a person who has a beneficial interest in a club or drinking establishment and a license for a club or drinking establishment may be issued to a person who has a beneficial interest in a caterer;

~~(4)~~(d) A license for a class A club may be granted to an organization of which an officer, director or board member is a distributor or retailer licensed under the liquor control act if such distributor or retailer sells no alcoholic liquor to such club;

~~(5)~~(e) ~~A license for a class B club or drinking establishment may be granted to a~~ Any person who has a beneficial interest in a microbrewery, microdistillery or farm winery, ~~or winery outlet~~ licensed pursuant to the Kansas Liquor Control Act may be issued any or all of the following: (1) class B club license; (2) any drinking establishment license; and (3) caterer's license;

~~(e)~~(13) A copartnership, unless all of the copartners are qualified to obtain a license;

~~(f)~~(14) A corporation, if any officer, manager, or director thereof, or any stockholder owning in the aggregate more than ~~five percent~~ 5% of the common or preferred stock of such corporation would be ineligible to receive a club license hereunder for any reason other than citizenship and residence requirements;

~~(g)~~(15) A corporation, if any officer, manager or director thereof, or any stockholder owning in the aggregate more than ~~five percent~~ 5% of the common or preferred stock of such corporation has been an officer, manager or director, or a stockholder owning in the aggregate more than five percent of the common or preferred stock, of a corporation which:

~~(1)~~(a) Has had a license revoked under the provisions of the club and drinking establishment act of the State of Kansas,

~~(2)~~(b) Has been convicted of a violation of the club and drinking establishment act or the cereal malt beverage laws of the State of Kansas;

~~(t)~~(16) A corporation organized under the laws of any state other than the State of Kansas;

~~(s) — Subsections (j); (m); and (t) shall not apply to the tenth or subsequent consecutive renewal of a license if the applicant has appointed an agent and received approval from the director pursuant to K.S.A. 41-311(g);~~

~~(t)~~(17) A trust, if any grantor, beneficiary or trustee would be ineligible to receive a license under this chapter for any reason, except that the provisions of

subsection ~~(f)~~(6) shall not apply in determining whether a beneficiary would be eligible for a license; or

(18) A person who has failed to pay any outstanding administrative penalty imposed pursuant to Section 4.12.090(c) or Section 4.16.095(d) of the City Code.

(b) No club or drinking establishment license shall be issued under the provisions of the club and drinking establishment act to:

(1) A person who does not own the premises for which a license is sought, or does not, at the time the application is submitted, have a written lease thereon, except that an applicant seeking a license for a premises which is owned by a city or county, or is a stadium, arena, convention center, theater, museum, amphitheater or other similar premises may submit an executed agreement to provide alcoholic beverage services at the premises listed in the application in lieu of a lease.

(2) A person who is not a resident of the county in which the premises sought to be licensed are located.”

SECTION 22. Section 4.16.190 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Penalty for violation.

~~(a) — Any person violating any provision of this chapter (4.16) is guilty of a misdemeanor. Except as provided in Section 4.16.130(e), a person convicted of violating any of the provisions of this chapter shall be punished as follows:~~

~~Upon a first conviction the person shall be sentenced to a fine of not less than five hundred dollars nor more than one thousand dollars; and upon a second conviction, the~~

~~person shall be sentenced to a fine of not less than one thousand dollars nor more than two thousand dollars; and upon a third or subsequent conviction the person shall be sentenced to a fine of not less than one thousand five hundred dollars nor more than two thousand five hundred dollars.~~

~~(b) — For the purpose of determining whether a conviction is a second, third or subsequent conviction under this section, all convictions for violation of the sections and chapters enumerated herein occurring within the immediately preceding twenty four months, including those prior to the effective date of this section, shall be aggregated and considered together and it is irrelevant whether an offense occurred before or after conviction for a prior offense. Violation of any provision of this chapter and amendments thereto, for which a penalty is not otherwise specifically provided is punishable by a fine not to exceed \$500 or imprisonment not to exceed six months, or both such fine and imprisonment.~~”

SECTION 23. The originals of Sections 4.16.020, 4.16.030, 4.16.040, 4.16.070, 4.16.075, 4.16.080, 4.16.090, 4.16.095, 4.16.130, 4.16.150, 4.16.155, 4.16.170, 4.16.180 and 4.16.190 of the Code of the City of Wichita, Kansas, are hereby repealed, and Resolution R-95-549 shall be repealed upon the effective date of the Charter Ordinance repealing Charter Ordinance No. 105 of the Code of the City of Wichita, Kansas.

SECTION 24. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper, except that Section 4.16.060 shall become effective upon the effective date of the Charter Ordinance repealing Charter Ordinance No. 105.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2016.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magaña, City Attorney and
Director of Law

OCA #037408

Published in The Wichita Eagle March 18 and 25, 2016

CLEAN

02/19/16

Charter Ordinance No. 227

A CHARTER ORDINANCE REPEALING CHARTER ORDINANCE NO. 105 OF THE CITY OF WICHITA, KANSAS, EXEMPTING THE CITY OF WICHITA, KANSAS, FROM THE PROVISIONS OF K.S.A. 41-2622, 41-2702, 41-2703(c) AND 41-310 AND AMENDMENTS THERETO, ESTABLISHING A SCHEDULE OF FEES FOR ALCOHOLIC LIQUOR AND CEREAL MALT BEVERAGE LICENSES AUTHORIZED BY TITLE 4 OF THE CODE OF THE CITY OF WICHITA, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA,
KANSAS:

SECTION 1: Charter Ordinance No. 105 of the City of Wichita, Kansas, is hereby repealed.

SECTION 2. This Charter Ordinance shall be published once each week for two consecutive weeks in the official city newspaper.

SECTION 3. This is a Charter Ordinance and shall take effect sixty-one (61) days after final publication, unless a sufficient petition for referendum is filed requiring a referendum to be held on the ordinance as provided in Article 12, Section 5, Subdivision (c)(3), of the Constitution of the State of Kansas, in which case, the ordinance shall become effective if approved by a majority of the electors voting thereon.

PASSED BY THE GOVERNING BODY, not less than two-thirds of the members elect
voting in favor thereof, this 15th day of March, 2016.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magaña, City Attorney and
Director of Law

**City of Wichita
City Council Meeting
March 1, 2016**

TO: Wichita Airport Authority

SUBJECT: Specific Airport Marketing Services Contract

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Non-Consent)

Recommendation: Approve the contract.

Background: Certain marketing services are necessary to implement the Airport System's marketing initiatives which are focused on passenger and revenue development, with the goals of increasing air services, increasing passenger retention, reducing leakage to other airports, improving the image of the Airport System, and improving the customer experience. In 2013, the Wichita Airport Authority (WAA) changed the previous practice of contracting with a single firm to serve as its full-service advertising agency-of-record. Instead, the WAA now has a team that includes one firm to provide specific airport marketing services, and a second firm to provide media buying services and miscellaneous technical services (Copp Media). The team is led by the Air Service and Business Development Manager in conjunction with the City's Marketing Manager and Strategic Communications Director.

As demand for air travel from Eisenhower National Airport (ICT) increases, so do the opportunities to improve air service. The air service environment is challenging due to circumstances such as pilot shortage, capacity constraints, competition, fluctuating fuel prices, the economy, airline service levels, etc. Despite these challenges, much progress has been made. The best measurement of progress is through data analysis and studies that determine the percentage of passengers in the catchment area using ICT versus competing airports in the region. In 2001, when the first catchment study was conducted, the retention rate was 56 percent. In 2013, prior to the start of Southwest Airlines, the retention rate was 76.4 percent. In 2015, after a full year of Southwest service (and after AirTran's departure), the retention rate was 80.2 percent.

These results are due not only to the availability of low-fare service, but also to better awareness of the air travel options. In addition, in 2015 passenger traffic was flat through May. With the opening of the new terminal, passenger traffic increased each month through the end of the year (with the exception of December due to 39 weather cancellations), and ended the year with a 2.5 percent increase in total passengers (despite a four percent reduction in capacity). In addition, 2015 was the third busiest year on record. The marketing programs increased awareness of the new terminal, parking garage, and air service which contributed to this success. In order to build on these achievements, it is necessary to utilize the expertise and skills of specialized marketing agencies.

Analysis: A Request for Proposals was advertised in December for Specific Airport Marketing Services to include such items as website management, creative design, strategic project planning, social media and digital marketing, and contest management. Five firms submitted proposals and two firms (Greteman Group and Howerton + White) were interviewed. The Special Screening and Selection Committee, which included the Airport Advisory Board Chairman, the City's Strategic Communications Director and Marketing Manager, and several community and industry representatives with marketing expertise, chose Greteman Group based primarily upon the firm's qualifications, experience, familiarity with the airport's

competitive environment, proven performance, professional relationships, and cost proposal. The selection process was reviewed and approved by the City's Internal Auditor.

Financial Considerations: The adopted WAA annual operating budget, contains a marketing allocation of \$450,000. This allocation will be used for services and media buying services from Gretaman Group and Copp Media and other miscellaneous direct expenses. Gretaman Group's compensation structure will charge the WAA for its services on an hourly basis at a blended rate of \$135 to \$150 per hour depending upon the specific project and staff personnel required for a given project. There will not be a markup of outside costs. All out-of-pocket expenses of the firm are passed through at cost. The contract will be effective upon execution and runs for one year, with up to four one-year options.

Legal Considerations: The contract has been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the contract and authorize the necessary signatures.

Attachment: Contract.

CONTRACT

For

SPECIFIC AIRPORT MARKETING SERVICES

between

WICHITA AIRPORT AUTHORITY

And

GRETEMAN GROUP, Inc.

THIS CONTRACT, made this _____ day of _____, 2016 by and between the WICHITA AIRPORT AUTHORITY, Wichita, Kansas, a municipality created by Kansas Statute and Wichita Home Rule Ordinance ("AIRPORT"), and GRETEMAN GROUP, Inc., a Kansas for-profit corporation ("CONTRACTOR").

WITNESSETH: That,

WHEREAS the AIRPORT is engaged in the operation of Wichita Dwight D. Eisenhower National Airport; and whereas it is the desire of both parties that the CONTRACTOR furnish certain marketing services (PROJECT); and whereas all of the aforesaid being located within the corporate limits of the City of Wichita, Sedgwick County, Kansas, and,

WHEREAS this Agreement and all subcontractor agreements shall be governed by the laws of the State of Kansas, and,

WHEREAS, the AIRPORT is authorized to employ a contractor to provide specific marketing services necessary to implement the Airport's marketing initiatives.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

- A. The Scope of Services to be performed by the CONTRACTOR, are outlined in EXHIBIT A.

ARTICLE II – THE CONTRACTOR AGREES:

- A. To provide the professional services, equipment, and materials to perform the tasks as outlined in EXHIBIT A - Scope of Services.
- B. To designate a project manager who will coordinate all work and be the point of contact for communications. The person to be designated as project manager shall be indicated in the submitted Proposal. CONTRACTOR shall not change the project manager without approval of the AIRPORT. Any replacement for the CONTRACTOR's project manager shall be at least as qualified for the work as the person being replaced.
- C. To provide AIRPORT with the deliverables requested in accordance with the agreed upon timeframe.
- D. To be responsible for the professional and technical accuracy of all deliverables furnished under this Agreement.
- E. To save and hold AIRPORT harmless against all suits, claims, damages, fines and losses for injuries to third parties or their property or to the AIRPORT and its property and for any other legal or regulatory liability arising from or caused by negligent acts, errors or omissions of CONTRACTOR, its agents, servants, employees, or subcontractors occurring in the performance of its services under this Agreement.
- F. To maintain all books, documents, presentations, creative files, media files, graphic files, studies, accounting records, records of vendors and suppliers, and to

make such materials available at the CONTRACTOR'S office at reasonable times during the contract period and for three years from the date of final payment under the Agreement, for inspection and/or duplication by the AIRPORT or authorized representatives.

- G. To complete and deliver each task to the AIRPORT within the times agreed upon for the individual tasks; except that the CONTRACTOR shall not be responsible or held liable for the time required for reviews for the approving parties or other delays occasioned by the actions or inactions of the AIRPORT or other agencies, or for other unavoidable delays beyond the control of the CONTRACTOR.
- H. It further agrees, covenants and represents the Services furnished by CONTRACTOR, its agents, employees and subcontractors under this Agreement shall be free from negligent errors or omissions.
- I. To not, on the grounds of race, color, sex, national origin, age, handicap, disability, ancestry, discriminate or permit discrimination in violation of any federal, state or local laws or of Part 21 of the regulations of the Office of the United States Department of Transportation (49 CFR 21). The CONTRACTOR, in performing the work or services required pursuant to this Agreement, shall not participate either directly or indirectly in discrimination prohibited by the non-discrimination requirements of the City of Wichita, Kansas, as set out in EXHIBIT B. The AIRPORT reserves the right to take such action as the United States Government or any state or local government may direct to enforce this covenant.
- J. It will undertake an affirmative action program if required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The CONTRACTOR assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The CONTRACTOR

assures that it will require that their covered sub-organizations provide assurances to the AIRPORT that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, if required by 14 CFR Part 152, Subpart E, to the same effect.

- K. The CONTRACTOR agrees the AIRPORT shall not be subject to arbitration and any clause relating to arbitration contained in the documents or in the Contract to be awarded herein between the two parties shall be null and void.
- L. To accept compensation for the work herein described in such amounts and at such periods hereinafter provided and that such compensation shall be satisfactory and sufficient payment for work performed, equipment or materials used and services rendered in connection with such authorized work.
- M. During the term of this agreement, CONTRACTOR will not accept projects or render services to direct competitors of the AIRPORT without written permission.
- N. CONTRACTOR agrees to treat all information that is provided in order to perform services, such as business affairs, property, methods of operation, techniques, processes, formulas or other data as confidential information.

ARTICLE III - INSURANCE

- A. CONTRACTOR agrees to procure and maintain such professional liability insurance as will protect the CONTRACTOR from damages resulting from negligent acts and/or omissions of the CONTRACTOR, its agents, officers, employees and subcontractors in an amount not less than \$500,000 per claim, and further agrees to maintain coverage for three years after date of final payment under the Agreement, subject to deductible of the greater of \$10,000 or such amount that the CONTRACTOR can demonstrate to AIRPORT'S satisfaction is financially prudent. The CONTRACTOR shall be responsible for payment of all deductible amounts without reimbursement by AIRPORT.

- B. CONTRACTOR agrees to procure and maintain a Worker's Compensation policy with coverage amounts sufficient to meet statutory requirements. This policy shall contain an "all-states" endorsement. In addition, an Employers Liability policy with coverage in the sum of not less than \$1,000,000 shall be provided and maintained. This policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Worker's Compensation Law.
- C. CONTRACTOR agrees to procure and maintain a commercial general liability policy for the duration of the Agreement that shall be written in a comprehensive form and shall protect CONTRACTOR against all claims arising from injuries to persons (other than CONTRACTOR'S employees) or damage to property of the AIRPORT or others arising out of any negligent act or omission of CONTRACTOR, its agents, officers, employees, or subcontractors in the performance of CONTRACTOR services under this Agreement. The liability limit shall not be less than \$1,000,000 per occurrence.. The Wichita Airport Authority, Wichita, Kansas; the City of Wichita; their officers, employees and agents shall be named as additional insureds under the terms of the policy with respect to the names insurer's operations. Certificates of Insurance satisfactory to the AIRPORT shall be filed with the AIRPORT prior to the time CONTRACTOR starts any work under this Agreement. In addition, insurance policies applicable hereto shall contain a provision that provides the AIRPORT with the same notice required by the policy to be given the policy holder.
- D. CONTRACTOR shall also provide commercial general automobile insurance with a combined single limit coverage of not less than \$1,000,000 per accident. Additionally, the CONTRACTOR shall provide professional errors and omissions coverage protecting CONTRACTOR against negligent acts and omissions occurring in the course of providing the contracted services, which shall be not less than \$1,000,000 per claim. This E&O policy may be carried on a claims made basis.

ARTICLE IV - OWNERSHIP

- A. All information provided by the AIRPORT and/or developed for the PROJECT shall be considered confidential and proprietary, and shall not be reproduced, transmitted, used or disclosed by the CONTRACTOR or subcontractors without the prior written consent of AIRPORT, except as may be necessary for the non-disclosing party to fulfill its obligations hereunder; provided, however, that the limitation shall not apply to any information or portion thereof, which is:
1. Within the public domain at the time of its disclosure.
 2. Required to be disclosed by a court of competent jurisdiction, Government order, or applicable statute.
 3. Approved by the AIRPORT for publicity.
 4. Required to be communicated in connection with filings with governmental bodies having jurisdiction over the design or construction of the PROJECT.
- B. All information used in compiling the CONTRACTOR's final approved work, research, final approved creative design, reports and other items of like kind prepared by the CONTRACTOR, its employees and CONTRACTORS, shall be the sole and exclusive property of AIRPORT, and AIRPORT shall own all intellectual property rights thereto. The CONTRACTOR may retain reproducible copies, hard copies and/or electronic files, of all of the foregoing documents for information and reference. The originals of all of the foregoing documents containing final approved work shall be delivered to AIRPORT promptly upon completion thereof.
- C. The AIRPORT has all right, title and interest in and to all files and other consulting deliverables provided to AIRPORT hereunder. CONTRACTOR shall retain all right, title and interest in and to any process, techniques, methods, data, data sources, trade secrets or any other intellectual property rights contained within such deliverables.

ARTICLE V – COMPENSATION/PAYMENT PROVISIONS

- A. For each assignment, AIRPORT shall pay CONTRACTOR according to an agreed upon Schedule of Fees and Expenses as outlined in Exhibit C. The fees and expenses shall not increase during the term of this AGREEMENT.
- B. During the course of the Agreement any scope changes anticipated by the CONTRACTOR shall immediately, and in writing, be brought to the attention of the AIRPORT along with an estimate of actual costs and impact to the task's schedule. The CONTRACTOR shall give the AIRPORT the opportunity to mitigate any and/or all impacts of the proposed scope of services changes. For potential scope of services changes initiated by the AIRPORT, the AIRPORT shall provide to the CONTRACTOR, in writing, the known details of the proposed scope of services change and the CONTRACTOR shall proceed to provide a timely response. In no case shall additional work be performed nor shall additional compensation be paid without the written consent of AIRPORT.
- C. AIRPORT agrees to reimburse CONTRACTOR for all AIRPORT approved expenses incurred by CONTRACTOR and agreed upon by AIRPORT in connection with the performance of this Agreement. All invoices must have supporting documentation at the time invoices are submitted for payment. CONTRACTOR will make every effort to keep expenses at a minimum. No markup of expenses is allowed.
- D. CONTRACTOR will submit billings to the AIRPORT for the Services performed as required by this Agreement. Billings shall not exceed progress of work as evidenced by deliverables submitted by the CONTRACTOR and approved by the AIRPORT. During the progress of work covered by the Agreement, partial payment requests may be made at intervals of not less than four weeks. The progress billings shall be supported by documentation acceptable to the AIRPORT.
- E. AIRPORT and CONTRACTOR will agree on tasks to be performed and CONTRACTOR will provide a cost estimate and schedule prior to the

commencement of work. Once AIRPORT and CONTRACTOR agree on the schedule and cost for performing such specific tasks, AIRPORT shall authorize the CONTRACTOR to perform the work.

- F. Final payment for a task shall not occur until all work is complete and approved by the AIRPORT.

ARTICLE VI - TERM

- A. This Agreement will commence as of the effective date and will continue for a term of one year, and may be renewed at the option of the AIRPORT for four additional one-year terms under the same provisions, upon acceptance by CONTRACTOR.

ARTICLE VII - CONTRACTOR/SUBCONTRACTOR RELATIONSHIP

- A. The CONTRACTOR shall not contract with subcontractors to perform any portion of the work provided for in this Agreement without the prior written consent of AIRPORT. It is solely the CONTRACTOR's responsibility to ensure that any of the CONTRACTOR's permitted subcontractors perform in compliance with the terms of this Agreement.

ARTICLE VIII – THE CONTRACTOR HEREBY CERTIFIES THAT:

- A. It has not employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above CONTRACTOR) to solicit or secure this Agreement.
- B. It has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.
- C. By acceptance of this Agreement, CONTRACTOR warrants that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared

ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. CONTRACTOR further agrees by submitting this Agreement that it will include this clause without modification in any Agreement with an approved subcontractor.

ARTICLE IX - THE AIRPORT AGREES:

- A. To furnish all available information pertaining to the PROJECT available to the AIRPORT. All information shall be considered confidential unless otherwise noted.
- B. To pay the CONTRACTOR for services in accordance with the requirements of this Agreement within thirty (30) working days from the date of receipt of invoice and upon satisfactory performance of service.
- C. AIRPORT may from time to time request modifications to the scope of work outlined in each task and will specify in detail the desired modification(s). If the requested changes can be implemented without additional time or resources and without affecting CONTRACTOR's ability to maintain the estimated task schedule, CONTRACTOR will implement the change at no additional cost to AIRPORT. Otherwise, CONTRACTOR will provide AIRPORT with a change document that includes (i) price change, (ii) estimated impact on project schedule, and (iii) revised description of the deliverables, including additional terms, conditions, or duties of AIRPORT.
- D. To indemnify and hold the CONTRACTOR harmless against AIRPORT'S negligent acts and errors.

ARTICLE X - THE PARTIES HERETO MUTUALLY AGREE:

A. TERMINATION OF CONTRACT

- 1. That the right is reserved to the AIRPORT to terminate this Agreement or any portion or phase of this Agreement at any time, upon written notice, PROVIDED, however, that in such case the CONTRACTOR shall be paid the

reasonable value of the Services rendered up to the time of termination on the basis of the provisions of this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue services (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Agreement, whether completed or in progress, delivered to the AIRPORT and become the property of the AIRPORT.

2. Any violation or breach of the terms of this Agreement on the part of the CONTRACTOR or subcontractor(s) may result in the suspension or termination of this Agreement or such other action, which may be necessary to enforce the rights of the parties of this Agreement. In such case, the AIRPORT may take possession of all materials as may have been accumulated in performing this Agreement, whether completed or in progress and take over the work and prosecute the same to completion, by separate Agreement or otherwise, for the account and at the expense of the CONTRACTOR. The CONTRACTOR shall be liable to the AIRPORT for those costs associated with the remedy of the breach of terms.
- B. The rights and remedies of the AIRPORT provided herein are in addition to any other rights and remedies provided by law or under this Agreement.
 - C. That the deliverables shall become the property of the AIRPORT upon delivery or termination of the Services in accordance with this Agreement. There shall be no restriction or limitation on their further use by the AIRPORT. CONTRACTOR's logo and name shall not be reproduced on such documents if reused by the AIRPORT, unless CONTRACTOR agrees.
 - D. It is further agreed that this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.
 - E. Neither the AIRPORT'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the CONTRACTOR under this

Agreement shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement.

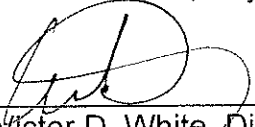
- F. It is specifically agreed between the parties executing this Agreement, that it is not intended by any of the provisions of any part of this Agreement to create for the public or any member thereof the status of a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damage pursuant to the terms of provisions of this Agreement.

IN WITNESS WHEREOF, the AIRPORT and the CONTRACTOR have executed this Agreement as of the date first written herein.

WICHITA AIRPORT AUTHORITY, "AIRPORT"

By: _____
Karen Sublett, City Clerk

By: _____
Jeff Longwell, President

By:  _____
Victor D. White, Director of Airports

APPROVED AS TO FORM: _____
Jennifer Magana, Director of Law

Date: 02/17/2016

GRETEMAN GROUP, "CONTRACTOR"

Address: 1425 East Douglas
Wichita, KS 67211

By:  _____
Sonia Greteman
President

Attachments:

Exhibit A - Scope of Services

Exhibit B - Revised Non-discrimination and Equal Employment Opportunity/Affirmative Action Program

Exhibit C - Rates and Expenses

EXHIBIT "A"

SCOPE OF SERVICES

The Airport is requesting certain marketing services necessary to implement the Airport's marketing initiatives which are focused on passenger/revenue development, with the goals of increasing air service, increasing passenger retention, improving the airport's image, and improving the customer experience. The following services, to be performed under the direction of the Director of Airports, will be required but not limited to:

1. Strategic planning
 - a. The firm must be skilled in developing creative strategies to address the needs of the airport, such as air service promotions, affinity-based strategies, reaching "leaked" passengers, etc.
2. Website management
 - a. The firm must be proficient in website design, analytics, and knowledgeable in WordPress to maintain the Airport's website.
3. Social media
 - a. The firm must be proficient in social media and stay current with the latest and most effective trends.
4. Digital marketing
 - a. The firm may develop a digital marketing strategy that integrates into the Airport's overall marketing plans.
5. Creative Design
 - a. The firm may be tasked with designing artwork and creative writing for billboards, banners, signs, print ads, TV, etc., for a variety of Airport promotions.
6. TV/Video production

- a. The firm may be tasked with producing videos and TV ads to promote the airport and/or its services

7. Contest Management

- a. The firm must be experienced with contest development, management and proficient in writing contest rules.

CONTRACTOR agrees to work with the AIRPORT's overall marketing team to plan and implement marketing strategies under the direction of the Director of Airports and Air Service & Business Development Manager.

CONTRACTOR understands that some work assignments may be done by other firms and marketing professionals.

EXHIBIT "B"

Revised 8-23-10

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the CONTRACTOR or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the CONTRACTOR, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The CONTRACTOR shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the CONTRACTOR shall

include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the CONTRACTOR fails to comply with the manner in which the CONTRACTOR reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the CONTRACTOR shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
4. If the CONTRACTOR is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the CONTRACTOR shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
5. The CONTRACTOR shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, CONTRACTOR or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, CONTRACTOR or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the

Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, CONTRACTOR or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, CONTRACTOR or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, CONTRACTOR or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, CONTRACTOR or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, CONTRACTOR, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, CONTRACTOR or subcontractor shall be deemed to have breached the present contract, purchase order or Agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, CONTRACTOR or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
 5. If the CONTRACTOR fails to comply with the manner in which the CONTRACTOR reports to the Department of Finance as stated above, the CONTRACTOR shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
- D. Exempted from these requirements are:
1. Those CONTRACTORs, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
 2. Those vendors, suppliers, CONTRACTORs or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such CONTRACTOR, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

EXHIBIT "C"

SCHEDULE OF FEES AND EXPENSES

All work will be done on a blended rate of \$135-150/hour. Fees are billed per estimate.

Estimates are based on 2 rounds of client revisions but CONTRACTOR will do what is necessary to create a satisfactory end product. If revisions become excessive a change order may be issued.

CONTRACTOR will bill work-to-date on a monthly basis. Partial payment requests may be made at intervals of not less than four weeks.

Invoices not paid within thirty days will be assessed a late fee of 1.5% per month.

There will be no markup of hard costs or subcontractor costs.

Meeting time will be included in project costs.

Wichita, Kansas
February 29, 2016
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works, Fanny Chan, Accountant, Finance, representing the Director of Finance, John Page, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, John Emerson, Fellow, representing the City Manager's Office and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated February 22, 2016, were read and on motion approved.

Bids were opened February 26, 2016, pursuant to advertisements published on:

Country Acres Phase 1A Neighborhood Water Main Replacement (W-042) Country Acres, Country Acres 2nd, Country Acres 3rd, Country Acres 4th, Country Acres 4th B, Sunset Manor West 3rd, Roberson, Gentry 4th, and Northwest High School Additions and one Unplatted Tract (south of 13th Street, west of Ridge Road) (448-90613/635819/753042) Traffic to be maintained during construction using flagpersons and barricades. (District All)

Duling Construction - \$1,672,678.00

Wheatland from the east line of Lot 103, Block A, west to the east line of Jewell, and on Jewell from the north line of Wheatland, west to the west line of Lot 31, Block H, and on Wheatland Court from the west line of Wheatland, west to and including the cul-de-sac; and on Jewell Circle from the north line of Jewell, east to and including the cul-de-sac to serve Turkey Creek 3rd Addition (north of Pawnee, east of 135th Street West) (472-84488/766354/490376) does not affect existing traffic. (District IV)

Kansas Paving Company - \$325,123.95

Mosley & Rock Island Paving between 2nd and 3rd HL & Annie M Taylor Addition (south of Central, west of Washington) (472-85195/707086/636319/211540/774088) Traffic phasing included in plans. (District VI)

Pearson Construction LLC.* - \$1,143,988.50 Base Bid
\$23,000.00 Add Alternate #1
\$119,650.00 Add Alternate #2
\$1,286,638.50 *Contract Award Amount

Lateral 550, Southwest Interceptor Sewer Pearl Beach Addition 468-85087 (744411)

Bids rejected

2016 Sanitary Sewer Reconstruction Phase 2 (north of Central, east of Seneca) (468-85096/620838/666005) Traffic to be maintained during construction using flagpersons and barricades. (District I,VI)

Stannard Consturction dba WB Carter Construction Co. - \$244,598.50

Purchasing Manager recommended that the contracts be awarded/rejected as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded/rejected as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

INFORMATION TECHNOLOGY/INFORMATION SERVICES: Computer Equipment.

Choice Solutions LLC. - \$492,938.76 Group 1
Aprisa Technology LLC.- \$21,928.00 Group 2

PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION: ADA Accessible Fishing Dock and Bridge at Watson Park.

Dondlinger and Sons Construction Co. Inc.* – \$479,000.00 Base Bid
\$1,550.00 Alternate #2 - Unit Price #1 (Add)
Per Linear Foot
(\$1.00) Alternate #2 - Unit Price #1 (Deduct)
Per Linear Foot
\$689.30 Alternate #3 - Unit Price #2 (Add/Deduct)
Each

*Negotiated to Architect's Estimate

PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION: Impact Rock Crusher.

Defer two weeks

PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION: Furnish and Install Seating Soulutions Inc. BleaChair XL Model Chair Back Seating (approximately 2,900 each) onto Existing Bleacher at Lawrence Dumont Stadium.

Kansas Contract Design LC.* - \$130,123.00
*Purchases Utilizing Sole Source of Supply – Ordinance No. 35-856 Section 2. (b)

The Purchasing Division recommended that the contracts be awarded/deferred as outlined above, same being the lowest and best bid.

On motion the Board recommended that the contracts be awarded/deferred as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

FORMAL BID REPORT

TO: Robert Layton, City Manager

DATE: February 29, 2016

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER**February 26, 2016**Country Acres Phase 1A Neighborhood Water Main Replacement (W-042) (south of 13th Street, west of Ridge Road) – Public Works & Utilities Department/Engineering Division**Duling Construction** **\$1,672,678.00**Paving – Wheatland (north of Pawnee, east of 135th Street West) – Public Works & Utilities Department/Engineering Division**Kansas Paving Company** **\$325,123.95**

Paving – Mosley & Rock Island (Rebid) (south of Central, west of Washington) – Public Works & Utilities Department/Engineering Division

Pearson Construction, LLC	Base Bid	\$1,143,988.50
	Add Alternate 1	23,000.00
	Add Alternate 2	119,650.00
	Aggregate Bid Total	<u>\$1,286,638.50</u>

Lateral 550, Southwest Interceptor Sewer to serve Pearl Beach Addition – Public Works & Utilities Department/Engineering Division

(All Bids Rejected)

2016 Sanitary Sewer Reconstruction Phase 2 (north of Central, east of Seneca) – Public Works & Utilities Department/Engineering Division

Stannard Construction dba W.B. Carter Construction Co. **\$244,598.50****PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER****February 26, 2016**

Computer Equipment – Information Technology Department/Information Services Division

Choice Solutions, LLC **Group 1** **\$492,938.76****Aprisa Technology, LLC** **Group 2** **\$21,928.00**

ADA Accessible Fishing Dock and Bridge at Watson Park – Public Works & Utilities Department/Fleet & Facilities Division

Dondlinger & Sons Construction Co., Inc. **Base Bid** **\$479,000.00*****Alternate 2 Unit Price #1 (Add) (Per Linear Foot)** **\$1,550.00****Alternate 2 Unit Price #1 (Deduct) (Per Linear Foot)** **\$1.00****Alternate 3 Unit Price #2 (Add/Deduct) (Per Each)** **\$689.30*****Negotiated to Architect's Estimate**Impact Rock Crusher – Public Works & Utilities Department/Fleet & Facilities Division
(Defer to March 14, 2016)

Furnish & Install Seating Solutions, Inc. BleaChair XL Model Chair Back Seating Onto Existing Bleachers at Lawrence Dumont Stadium – Public Works & Utilities Department/Fleet & Facilities Division

Kansas Contract Design, LC **Sole Source of Supply, Ordinance No. 35-856,** **\$130,123.00**
Section 2(b)**ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.**


Melinda A. Walker
Purchasing Manager

WATER BID TABULATION SUMMARY

BOARD OF BIDS - February 26, 2016

RQ640199

FB640020		Engineer's Construction Estimate	Duling Construction	Mies Construction	McCullough Excavation
Country Acres Phase IA Neighborhood Water Main Replacement (W-042)		\$2,715,740.00	\$1,672,678.00	\$3,401,683.00	\$2,150,623.00
(south of 13th St, west of Ridge Rd)	BID BOND			X	X
448-90613	ADDENDA	3			
(635819)					
		Engineer's Construction Estimate	Nowak Construction		Utilities Plus
Country Acres Phase IA Neighborhood Water Main Replacement (W-042)		\$2,715,740.00	\$1,965,418.09		
(south of 13th St, west of Ridge Rd)	BID BOND		X		
448-90613	ADDENDA	3			
(635819)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
Country Acres Phase IA Neighborhood Water Main Replacement (W-042)		\$2,715,740.00			
(south of 13th St, west of Ridge Rd)	BID BOND				
448-90613	ADDENDA	3			
(635819)					
		Engineer's Construction Estimate			
Country Acres Phase IA Neighborhood Water Main Replacement (W-042)		\$2,715,740.00			
(south of 13th St, west of Ridge Rd)	BID BOND				
448-90613	ADDENDA	3			
(635819)					

CHECKED BY: KPREVIEWED BY: SA

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - February 26, 2016

RQ640235

FB640028		Engineer's Construction Estimate	APAC - Kansas Inc	Kansas Paving Company	Cornejo & Sons, LLC
Wheatland		\$512,859.00	\$346,310.79	\$325,123.95	\$362,219.79
(north of Pawnee, east of 135th Street West)	BID BOND				
472-84488 (766354)	ADDENDA	1			
		Engineer's Construction Estimate	Dondlinger & Sons		
Wheatland		\$512,859.00			
(north of Pawnee, east of 135th Street West)	BID BOND				
472-84488 (766354)	ADDENDA	1			
		Engineer's Construction Estimate			
Wheatland		\$512,859.00			
(north of Pawnee, east of 135th Street West)	BID BOND				
472-84488 (766354)	ADDENDA	1			
		Engineer's Construction Estimate			
Wheatland		\$512,859.00			
(north of Pawnee, east of 135th Street West)	BID BOND				
472-84488 (766354)	ADDENDA	1			

CHECKED BY: KPREVIEWED BY: AT

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - February 26, 2016

RQ640249

FB640032		Engineer's Construction Estimate	Pearson Construction LLC	Conspec Inc. DBA Kansas Paving	Cornejo & Sons LLC
Mosley & Rock Island Paving (REBID)	Base Bid	\$1,344,501.30	\$1,143,988.50	\$1,203,937.00	\$1,609,657.21
	Add Alt 1		\$23,000.00	\$20,925.00	\$20,925.00
	Add Alt 2		\$119,650.00	\$98,240.00	\$126,070.01
	Add Alt 3		\$88,450.00	\$78,670.00	\$91,794.73
(south of Central, west of Washington)	BID BOND				
	ADDENDA	0	1,286,638.50		
472-85195 (707086/636319)		\$1,344,501.30	1,375,088.50	1,401,772.00	1,848,446.95
		Engineer's Construction Estimate	Dondlinger & Sons		
Mosley & Rock Island Paving (REBID)	Base Bid	\$1,344,501.30			
	Add Alt 1				
	Add Alt 2				
	Add Alt 3				
(south of Central, west of Washington)	BID BOND				
	ADDENDA	0			
472-85195 (707086/636319)		\$1,344,501.30			
		Engineer's Construction Estimate			
Mosley & Rock Island Paving (REBID)	Base Bid	\$1,344,501.30			
	Add Alt 1				
	Add Alt 2				
	Add Alt 3				
(south of Central, west of Washington)	BID BOND				
	ADDENDA	0			
472-85195 (707086/636319)		\$1,344,501.30			
Contract awarded for Base Bid plus Add Alternate 1 and 2		\$1,286,638.50			

CHECKED BY: KPREVIEWED BY: XJ

SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - February 26, 2016

RQ640254

FB640033		Engineer's Construction Estimate	Dondlinger & Sons	Mies Construction	Nowak Construction
Lateral 550, Southwest Interceptor Sewer			\$997,902.70	\$2,271,889.50	\$1,549,438.78
Pearl Beach Addition	BID BOND				
468-85087	ADDENDA	2			
(744411)					
		Engineer's Construction Estimate	Wildcat Construction	Nowak Construction	Utilities Plus
Lateral 550, Southwest Interceptor Sewer			\$1,794,772.00		
Pearl Beach Addition	BID BOND				
468-85087	ADDENDA	2			
(744411)					
		Engineer's Construction Estimate		Stannard Construction d/b/a WB Carter	
Lateral 550, Southwest Interceptor Sewer					
Pearl Beach Addition	BID BOND				
468-85087	ADDENDA	2			
(744411)					
		Engineer's Construction Estimate			
Lateral 550, Southwest Interceptor Sewer					
Pearl Beach Addition	BID BOND				
468-85087	ADDENDA	2			
(744411)					
REJECT BID					

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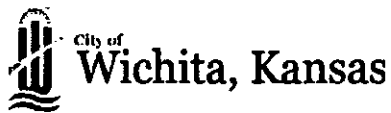
SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - February 26, 2016

RQ640231

FB640034		Engineer's Construction Estimate	Stannard Construction d/b/a WB Carter	Danco Enterprises Inc.	Visual Systmes Inc.
2016 Sanitary Sewer Reconstruction Phase 2		\$466,000.00	\$244,598.50	\$281,799.00	\$292,549.00
(north of Central, east of Seneca)	BID BOND		X	X	X
468-85096	ADDENDA	0	X		
(620838)					
		Engineer's Construction Estimate	Dutton Construction and Plumbing LLC	Nowak Construction	Utilities Plus
2016 Sanitary Sewer Reconstruction Phase 2		\$466,000.00	\$262,147.00		
(north of Central, east of Seneca)	BID BOND		X		
468-85096	ADDENDA	0	X		
(620838)					
		Engineer's Construction Estimate	Wildcat Construction		
2016 Sanitary Sewer Reconstruction Phase 2		\$466,000.00			
(north of Central, east of Seneca)	BID BOND				
468-85096	ADDENDA	0			
(620838)					
		Engineer's Construction Estimate			
2016 Sanitary Sewer Reconstruction Phase 2		\$466,000.00			
(north of Central, east of Seneca)	BID BOND				
468-85096	ADDENDA	0			
(620838)					

CHECKED BY: KDREVIEWED BY: MM

**BID RESULTS**[Registration](#)[Solicitations](#)[Document Inquiry](#)[Login](#)[Help](#)

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line**Solicitation:** FB640024**Computer Equipment****Close Date/Time:** 2/26/2016 10:00 AM CST**Solicitation Type:** Formal Bid[Return to the Bid List](#)**Award Method:** Group**Department:** Information Tech/Info Services**Responses:** 9

Vendors	Complete	Bid Total	City Comments
OM OFFICE SUPPLY INC.	Partial	\$22,726.50	
AOS	Partial	\$24,103.35	
CDW GOVERNMENT LLC	Partial	\$27,460.19	
CHOICE SOLUTIONS LLC	Partial	\$492,938.76	Award 3/1/16 Group 1 Information Tech/Info Services
APRISA TECHNOLOGY LLC	Partial	\$574,416.88	Award 3/1/16 Group 2 Information Tech/Info Services
STERLING COMPUTERS CORPORATION	Partial	\$585,190.18	
HIGH TOUCH INC	Partial	\$594,375.04	
NETWORK COMPUTER SOLUTIONS	Partial	\$627,627.74	
R E PEDROTTI COMPANY INC	Partial	\$627,700.00	

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City of
Wichita, Kansas

BID RESULTS

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This page summarizes bids by the totals for each group listed on the solicitation.

Vendor Group Line

Solicitation: FB640024

Computer Equipment

Close Date/Time: 2/26/2016 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Group

Department: Information Tech/Info Services

Responses: 9

Go to:

Group 1

Vendors	Complete	Group Total Net Bid
CHOICE SOLUTIONS LLC	Complete	\$492,938.76
APRISA TECHNOLOGY LLC	Complete	\$552,488.88
HIGH TOUCH INC	Complete	\$567,555.80
STERLING COMPUTERS CORPORATION	Complete	\$585,190.18
R E PEDROTTI COMPANY INC	Complete	\$591,400.00
NETWORK COMPUTER SOLUTIONS	Complete	\$602,080.18
OM OFFICE SUPPLY INC.	In-Complete	\$0.00
AOS	In-Complete	\$0.00
CDW GOVERNMENT LLC	In-Complete	\$0.00

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Group 2

Vendors	Complete	Group Total Net Bid
APRISA TECHNOLOGY LLC	Complete	\$21,928.00
OM OFFICE SUPPLY INC.	Complete	\$22,726.50
AOS	Complete	\$24,103.35
NETWORK COMPUTER SOLUTIONS	Complete	\$25,547.56
HIGH TOUCH INC	Complete	\$26,819.24
CDW GOVERNMENT LLC	Complete	\$27,460.19
R E PEDROTTI COMPANY INC	Complete	\$36,300.00

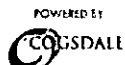
CHOICE SOLUTIONS LLC	In-Complete	\$0.00
STERLING COMPUTERS CORPORATION	In-Complete	\$0.00

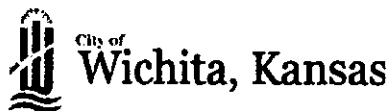
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Group 3

Vendors	Complete	Group Total Net Bid
R E PEDROTTI COMPANY INC	In-Complete	\$0.00
OM OFFICE SUPPLY INC.	In-Complete	\$0.00
HIGH TOUCH INC	In-Complete	\$0.00
APRISA TECHNOLOGY LLC	In-Complete	\$0.00
CHOICE SOLUTIONS LLC	In-Complete	\$0.00
STERLING COMPUTERS CORPORATION	In-Complete	\$0.00
AOS	In-Complete	\$0.00
NETWORK COMPUTER SOLUTIONS	In-Complete	\$0.00
CDW GOVERNMENT LLC	In-Complete	\$0.00

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This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line

Solicitation: FB640024

Computer Equipment

Close Date/Time: 2/26/2016 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Group

Department: Information Tech/Info Services

Responses: 9

Go to:

Line 001 | Group 1, Base Bid: Dell Nutanix Servers Equipment as Listed in Group 1 of the Specifications. All Equipment to be New. No Substitutions. Lump Sum Amount for Group 1 Equipment.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CHOICE SOLUTIONS LLC	1	Lump Sum	\$482,438.7600	\$482,438.76	Complete	We can try to expedite to shorten lead times but this is what is showing in our systems for lead time currently.
APRISA TECHNOLOGY LLC	1	Lump Sum	\$548,488.8800	\$548,488.88	Complete	
HIGH TOUCH INC	1	Lump Sum	\$555,555.8000	\$555,555.80	Complete	
STERLING COMPUTERS CORPORATION	1	Lump Sum	\$568,665.1800	\$568,665.18	Complete	Dell Nutanix build shows a 30 day lead time on the SSD's.
R E PEDROTTI COMPANY INC	1	Lump Sum	\$581,800.0000	\$581,800.00	Complete	
NETWORK COMPUTER SOLUTIONS	1	Lump Sum	\$594,166.7800	\$594,166.78	Complete	
OM OFFICE SUPPLY INC.					No Bid.	
AOS					No Bid.	
CDW GOVERNMENT LLC					No Bid.	

Line 002 | Group 2: Cisco Equipment as Listed in Group 2 of the Specifications. All Equipment to be New. No Substitutions. Lump Sum Amount for Group 2.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
APRISA TECHNOLOGY LLC	1	Lump Sum	\$21,928.0000	\$21,928.00	Complete	
OM OFFICE SUPPLY INC.	1	Lump Sum	\$22,726.5000	\$22,726.50	Complete	
AOS	1	Lump Sum	\$24,103.3500	\$24,103.35	Complete	Price Includes shipping all parts new and available locally provided by AOS the

						only local Cisco Gold partner
NETWORK COMPUTER SOLUTIONS	1	Lump Sum	\$25,547.5600	\$25,547.56	Complete	No install was requested for this group. Total for all equipment listed on RFP.
HIGH TOUCH INC	1	Lump Sum	\$26,819.2400	\$26,819.24	Complete	
CDW GOVERNMENT LLC	1	Lump Sum	\$27,460.1900	\$27,460.19	Complete	**In stock item - most shipped same day order is placed. **Out of stock item - 2-10 days ARO, subject to availability.
R E PEDROTTI COMPANY INC	1	Lump Sum	\$36,300.0000	\$36,300.00	Complete	
STERLING COMPUTERS CORPORATION					No Bid.	
CHOICE SOLUTIONS LLC					No Bid.	

Line 003 | Group 1, Base Bid: Installation Services, as listed in Group 1 of the Specifications. Installation in Customer supplied Equipment racks to include all hardware and software. Lump Sum amount.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
APRISA TECHNOLOGY LLC	1	Lump Sum	\$4,000.0000	\$4,000.00	Complete	
NETWORK COMPUTER SOLUTIONS	1	Lump Sum	\$7,913.4000	\$7,913.40	Complete	
R E PEDROTTI COMPANY INC	1	Lump Sum	\$9,600.0000	\$9,600.00	Complete	
CHOICE SOLUTIONS LLC	1	Lump Sum	\$10,500.0000	\$10,500.00	Complete	
HIGH TOUCH INC	1	Lump Sum	\$12,000.0000	\$12,000.00	Complete	
STERLING COMPUTERS CORPORATION	1	Lump Sum	\$16,525.0000	\$16,525.00	Complete	2 weeks to deploy
OM OFFICE SUPPLY INC.					No Bid.	
AOS					No Bid.	
CDW GOVERNMENT LLC					No Bid.	

Line 004 | Group 3, Alternate Bid of Group 1: Web-Scale IT, hyperconverged technology, Nutanix or approved equal,. All equipment to be new. Lump Sum Amount for Group 3 Equipment.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CDW GOVERNMENT LLC					No Bid.	
NETWORK COMPUTER SOLUTIONS					No Bid.	

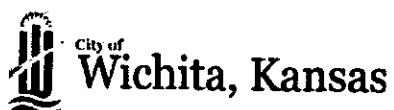
AOS	No Bid.
STERLING COMPUTERS CORPORATION	No Bid.
CHOICE SOLUTIONS LLC	No Bid.
APRISA TECHNOLOGY LLC	No Bid.
HIGH TOUCH INC	No Bid.
OM OFFICE SUPPLY INC.	No Bid.
R E PEDROTTI COMPANY INC	No Bid.

Line 005 | Group 3, Alternate Bid of Group 1: Installation Services. Installation In Customer supplied Equipment racks to include all hardware and software. Lump Sum amount.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
R E PEDROTTI COMPANY INC				No Bid.		
OM OFFICE SUPPLY INC.				No Bid.		
HIGH TOUCH INC				No Bid.		
APRISA TECHNOLOGY LLC				No Bid.		
CHOICE SOLUTIONS LLC				No Bid.		
STERLING COMPUTERS CORPORATION				No Bid.		
AOS				No Bid.		
NETWORK COMPUTER SOLUTIONS				No Bid.		
CDW GOVERNMENT LLC				No Bid.		

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**BID RESULTS**[Registration](#)[Solicitations](#)[Document Inquiry](#)[Login](#)[Help](#)

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line

Solicitation: FB640025 ADA Accessible Fishing Dock and Bridge Close Date/Time: 2/26/2016 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities

Responses: 1

Vendors	Complete	Bid Total	City Comments
DONDLINGER & SONS CONSTRUCTION CO INC	Complete	\$525,344.30	Award 3/1/16 Base Bid Negotiated to Architect's Estimate \$479,000 Alt 2&3 PW&U Dept/ Fleet&Fac Div

NO BIDS WITHIN ARCHITECTS ESTIMATE

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**BID RESULTS**[Registration](#)[Solicitations](#)[Document Inquiry](#)[Login](#)[Help](#)

This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line

Solicitation: FB640025 ADA Accessible Fishing Dock and Bridge Close Date/Time: 2/26/2016 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities

Responses: 1

Go to:

Line 001 | Base Bid: Labor, Material, and Equipment for ADA Accessible Fishing Dock and Bridge at Watson Park, 3022 McLean Blvd. as per Drawings and Specifications.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DONDLINGER & SONS CONSTRUCTION CO INC	1	Lump Sum	\$505,104.0000	\$505,104.00	Complete	

Line 002 | Alternate #1: Composite Decking and All Necessary Accessories. Indicate if this is an Add or Deduct, Lump Sum Amount to the Base Bid.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DONDLINGER & SONS CONSTRUCTION CO INC	1	Lump Sum	\$18,000.0000	\$18,000.00	Complete	

Line 003 | Alternate #2- Unit Price #1: Timber Pile Length. Add to the Base Bid. Cost per Lineal Foot.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DONDLINGER & SONS CONSTRUCTION CO INC	1	Linear Foot	\$1,550.0000	\$1,550.00	Complete	

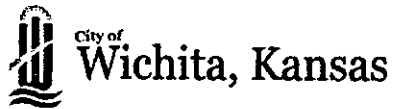
Line 004 | Alternate #2- Unit Price #1: Timber Pile Length. Deduct from the Base Bid. Cost per Lineal Foot.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DONDLINGER & SONS CONSTRUCTION CO INC	1	Linear Foot	\$1.0000	\$1.00	Complete	

Line 005 | Alternate #3- Unit Price #2: Number of Timber Piles. Cost per Each Timber Pile to Add or Deduct to the Base Bid.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DONDLINGER & SONS CONSTRUCTION CO INC	1	Each	\$689.3000	\$689.30	Complete	

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**BID RESULTS**[Registration](#)[Solicitations](#)[Document Inquiry](#)[Login](#)[Help](#)

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line**Solicitation:** FB640011**Impact Rock Crusher****Close Date/Time:** 2/19/2016 10:00 AM CST**Solicitation Type:** Formal Bid[Return to the Bid List](#)**Award Method:** Aggregate Cost**Department:** Public Works Fleet & Facilities**Responses:** 4

Vendors	Complete	Bid Total	City Comments
BERRY TRACTOR & EQUIPMENT CO	Complete	\$614,079.00	Defer to 03/14/2016 Public Works & Utilities Department/Fleet & Facilities Division
G W VAN KEPPEL	Complete	\$656,930.00	
MURPHY TRACTOR & EQUIPMENT CO INC	Complete	\$766,257.00	
VICTOR L PHILLIPS COMPANY	In-Complete	\$0.00	

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Purchases Utilizing Sole Source of Supply

Ordinance No. 35-856 Section 2. (b)

SUBJECT: Furnish & Install Seating Solutions Inc. BleaChair XL Model Chair Back Seating (approx. 2,900 ea.) onto Existing Bleachers at Lawrence Dumont Stadium.

FOR A TOTAL OF \$130,123.00

This is a sole source of supply when material to be purchased is available from a sole distributor.

Department: Public Works & Utilities Dept./Fleet & Facilities Division

Vendor	Reference Authority	Cost
Kansas Contract Design, LC	Ordinance No. 35-856 Section 2 (b)	\$130,123.00

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL MARCH 1, 2016**

- a. Palmetto Street from the east edge of Ridge Road to the south edge of Summitlawn; Village Circle from the east edge of Ridge Road to the southeast corner of Lot 1, Block 4 to serve Estancia Commercial Addition (north of 37th Street North, east of Ridge) (472-85241/766350/490372) Does not affect existing traffic. (District V) - \$514,000.00
- b. Summitlawn from the south edge of Village Circle to the north edge of Palmetto to serve Estancia Commercial Addition (north of 37th Street North, east of Ridge) (472-85242/766351/490373) Does not affect existing traffic. (District V) - \$101,000.00
- c. Estancia from the north edge of 37th Street North to the southeast corner of Lot 29, Block 3; Estancia Court from the west edge of Estancia to a point approximately 1000' west serving Lots 1-28, Block 3; Mirabella Lane from the east edge of Estancia to the west edge of Poppy Lane; Poppy Circle from the south edge of Poppy Lane to the southwest corner of Lot 12, Block 2; Poppy Lane from the east edge of Mirabella Lane to the southeast corner of Lot 14, Block 2 to serve Estancia Addition (north of 37th Street North, east of Ridge) (472-85243/766355/490377) Does not affect existing traffic. (District V) - \$665,000.00
- d. 2016 Outsourced Pavement Preservation Program Preservative Seal (Various locations) (472-85273/132726/) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,III,IV,VI) - \$536,484.10
- e. West Substation Fence Relocation and Driveway Reconstruction (south of Central, west of I-235) (472-85197/707076/211536) Traffic to be maintained during construction using flagpersons and barricades. (District V) - \$74,750.00
- f. 2016 Outsourced Pavement Preservation Program Street Repairs, Phase 1 (Various locations) (472-85268/707096/211551) Traffic to be maintained during construction using flagpersons and barricades. (District All) - \$715,750.00

PRELIMINARY ESTIMATE of the cost of:

Palmetto Street from the east edge of Ridge Road to the south edge of Summittown;
 Village Circle from the east edge of Ridge Road to the southeast corner of Lot 1, Block 4
 to serve Estancia Commercial Addition

All work done and all materials furnished to be in accordance with plans and specifications
 on file in the office of the City Engineer.

LUMP SUM BID ITEMS - Group 1 (766350)

1	Excavation	4,310	cy
2	Fill, Compacted (95% Density)	4,310	cy
3	Pavement Markings	1	LS
4	Signing	1	LS
5	Seeding	1	LS
6	Site Clearing	1	LS
7	Site Restoration	1	LS

MEASURED QUANTITY BID ITEMS - Group 1 (766350)

8	AC Pavement 6" (4" Bit Base)	6,362	sy
9	Crushed Rock Base 5", Reinforced	1,026	sy
10	Crushed Rock Base 6", Reinforced	7,752	sy
11	Crushed Rock Surface - AB3	996	sy
12	Concrete Pavement (VG) 7" (Reinf)	880	sy
13	Concrete C & G, Type 3 (8"), Median	342	lf
14	Concrete C & G, Type 4 (6-5/8"), City	3,232	lf
15	Concrete C & G, Type 4 (1-1/2"), City	66	lf
16	Concrete Curb, Mono Edge (6-5/8")	268	lf
17	Concrete Ramp Nose Section (Median)	1	ea
18	Concrete Sidewalk 4"	7,829	sf
19	Wheelchair Ramp w/ Detectable Warnings	5	ea
20	Inlet Hookup	4	ea
21	Inlet Adjusted	4	ea
22	Sleeves, 6" PVC	134	lf
23	Concrete Flume	40	lf
24	Valve Box Adjusted	1	ea
25	Fire Hydrant Adjustment	1	ea
26	BMP, Back of Curb Protection	3,820	lf
27	BMP, Construction Entrance	1	ea
28	BMP, Curb Inlet Protection	4	ea

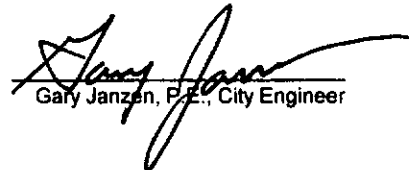
Construction Subtotal

Design Fee
 Engineering & Inspection
 Administration
 Publication
 Contingency

Total Estimated Cost**\$514,000.00**

CITY OF WICHITA)
 STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


 Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
 (DATE)

City Clerk

490372 (766350) 472-85241

Page _____

EXHIBIT _____

PRELIMINARY ESTIMATE of the cost of:

Summitlawn from the south edge of Village Circle to the north edge of Palmetto
to serve Estancia Commercial Addition

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

LUMP SUM BID ITEMS - Group 2 (766351)

1	Excavation	270	cy
2	Fill, Compacted (95% Density)	270	cy
3	Seeding	1	LS
4	Site Clearing	1	LS
5	Site Restoration	1	LS

MEASURED QUANTITY BID ITEMS - Group 2 (766351)

6	AC Pavement 6" (4" Bit Base)	1,257	sy
7	Crushed Rock Base 6", Reinforced	1,624	sy
8	Concrete C & G, Type 4 (6-5/8")	809	lf
9	Concrete C & G, Type 4 (1-1/2")	134	lf
10	Concrete Sidewalk 4"	2,312	sf
11	BMP, Back of Curb Protection	810	lf

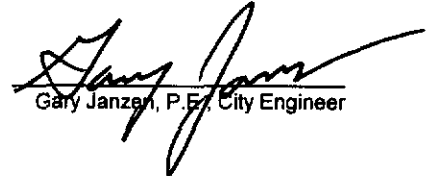
Construction Subtotal

Design Fee
Engineering & Inspection
Administration
Publication
Contingency

Total Estimated Cost**\$101,000.00**

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E. City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

490373 (766351) 472-85242

Page _____

EXHIBIT _____

PRELIMINARY ESTIMATE of the cost of:

Estancia from the north edge of 37th Street North to the southeast corner of Lot 29, Block 3; Estancia Court from the west edge of Estancia to a point approximately 1000' west serving Lots 1-28, Block 3; Mirabella Lane from the east edge of Estancia to the west edge of Poppy Lane; Poppy Circle from the south edge of Poppy Lane to the southwest corner of Lot 12, Block 2; Poppy Lane from the east edge of Mirabella Lane to the southeast corner of Lot 14, Block 2 to serve Estancia Addition

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

LUMP SUM BID ITEMS - Group 3 (766355)

1	Signing	1	LS
2	Pavement Markings	1	LS
3	Site Clearing	1	LS
4	Site Restoration	1	LS
5	Seeding	1	LS
6	Excavation	1,700	cy
7	Fill, Compacted (95% Density)	1,700	cy

MEASURED QUANTITY BID ITEMS - Group 3 (766355)

8	AC Pavement 5" (3" Bit Base)	6,406	sy
9	AC Pavement 6" (4" Bit Base)	1,979	sy
10	Crushed Rock Base 5", Reinforced	12,100	sy
11	Crushed Rock Surface - AB3	972	sy
12	Concrete Pavement (VG) 7" (Reinf)	1,365	sy
13	Concrete C & G, Type 3 (8"), Median	387	lf
14	Concrete C & G, Type 3 (6-1/2"), Median	58	lf
15	Concrete C & G, Type 4 (6-5/8"), City	1,167	lf
16	Concrete C & G, Type 2 (3-5/8" RL)	4,233	lf
17	Concrete Curb, Mono Edge (6-5/8")	543	lf
18	Concrete Curb, Mono Edge (8")	119	lf
19	Concrete Sidewalk 4"	36,520	sf
20	Wheelchair Ramp w/ Detectable Warnings	8	ea
21	Inlet Hookup	10	ea
22	Inlet Adjusted	10	ea
23	Sleeves, 6" PVC	105	lf
24	Concrete Flume	16	lf
25	Rip-Rap, Light Stone	35	sy
26	Valve Box Adjusted	6	ea
27	BMP, Back of Curb Protection	6,508	lf
28	BMP, Construction Entrance	1	ea
29	BMP, Curb Inlet Protection	10	ea
30	Sleeves, 4" PVC	61	lf
31	Sleeves, 8" PVC	110	lf

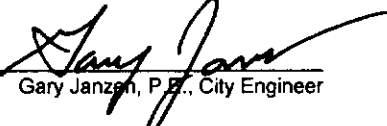
Construction Subtotal

Design Fee
Engineering & Inspection
Administration
Publication
Contingency

Total Estimated Cost**\$665,000.00**

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

490377 (766355) 472-85243

Page _____

EXHIBIT _____

PRELIMINARY ESTIMATE of the cost of:

2016 Outsourced Pavement Preservation Program Preservative Seal
(Various locations)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

MEASURED QUANTITY BID ITEMS (132726)		
1	Pavement Preservative Seal (w/Pre-Sweeping)	443,210 sy
ADD ALTERNATE 1		
MEASURED QUANTITY BID ITEMS(132726)		
2	Post Sweeping	443,210 sy

Construction Subtotal

0.00

Engineering & Inspection
Administration
Publication
Water Dept
Contingency

Total Estimated Cost

\$536,484.10

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E. City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

(132726) 472-85273

Page _____

EXHIBIT _____

PRELIMINARY ESTIMATE of the cost of:

West Substation Fence Relocation and Driveway Reconstruction
(south of Central, west of I-235)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

LUMP SUM BID ITEMS

1	Site Clearing	1	LS
2	Site Restoration	1	LS
3	Seeding	1	LS
4	Remove and Replace Fence Gate	2	ea
5	Remove & Replace Card Reader	2	ea
6	Traffic Loops Replaced	1	LS

MEASURED QUANTITY BID ITEMS

7	Fence	430	lf
8	Fence Corner Post	10	ea
9	Fence Post	40	ea
10	Fence Removed	450	lf
11	Concrete C & G Removed	50	lf
12	Concrete C & G, Type 3 (8" & 1-1/2")	40	lf
13	Concrete C & G, Type 4 (6-5/8" & 1-1/2")	10	lf
14	Concrete Pavement Removed	50	sy
15	Concrete Pavement 8" (Reinf)	50	sy
16	Tree Removed, Large	1	ea
17	Tree Removed, Small	1	ea
18	Concrete Median Treatment (4")	65	sf
19	Concrete Median Treatment Removal	65	sf
20	BMP, Erosion Control Mat	500	sy

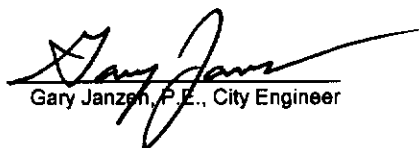
Construction Subtotal

Design Fee
Engineering & Inspection
Administration
Publication
Water Dept

Total Estimated Cost**\$74,750.00**

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

211536 (707076) 472-85197

Page _____

EXHIBIT _____

PRELIMINARY ESTIMATE of the cost of:

2016 Outsourced Pavement Preservation Program Street Repairs, Phase 1
(Various Locations)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

MEASURED QUANTITY BID ITEMS (707096)

1	Comb. Curb & Gutter Repair	8,000	lf
2	8" Reinf. Concr. Base Repair	140	sy
3	6" Reinf. Concr. Base Repair	1,200	sy
4	2" Partial Depth Asphalt Repair	1,600	tn
5	Full Depth Asphalt Repair	60	tn
6	Wheelchair Ramp Construction w/Det. Warn.	10	ea
7	4" Sidewalk Rem & Repl	600	sf
8	6" Concr. Driveway Repair	6,000	sf
9	7" Reinf. Concr. Valley Gutter Repair	350	sy
10	Crushed Rock	400	tn
11	Thermal Crack Repair (Heavy Duty)(2.5' wide)	8,000	lf

Construction Subtotal

Engineering & Inspection (707096)

Administration (707096)

Publication (707096)

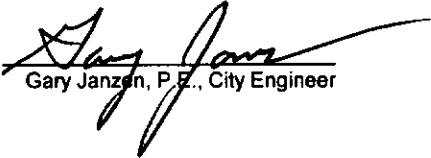
Contingency

Total Estimated Cost**\$715,750.00**

CITY OF WICHITA)

STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.



Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

211551 (707096) 472-85268

Page _____

EXHIBIT _____

City of Wichita
City Council Meeting
March 1, 2016

TO: Mayor and City Council

SUBJECT: Revised Petitions for Improvements to Sheridan Avenue (District IV)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the revised petitions and adopt the amending resolutions.

Background: On July 7, 2015 and October 6, 2015, the City Council approved petitions for utility and paving improvements to serve Sheridan Avenue.

Analysis: While designing the improvements, it was discovered that some legal descriptions describing the improvement district were not correct on the petitions. Orient Boulevard was previously vacated and not updated with the County Clerk's office for the properties within the improvement district. Revised petitions and amending resolutions have been prepared to correct the legal descriptions.

Financial Considerations: The assessment amounts and project budgets remain as previously approved, and are funded 100% by special assessments.

Legal Considerations: The Law Department has reviewed and approved the revised petitions and amending resolutions as to form.

Recommendations/Actions: It is recommended that the City Council approve the revised petitions, adopt the amending resolutions, and authorize the necessary signatures.

Attachments: Revised petitions and amending resolutions.

472-85220

RECEIVED

JAN 26 '16

CITY CLERK OFFICE

PETITION

(Pavement – Southwest Industrial Addition, Unplatted Tracts in Section 36, Township 27, Range 1W/N. of Pawnee, E. of West)

TO: The Mayor and City Council (the “Governing Body”)
City of Wichita, Kansas

1. The undersigned, being either a majority of the resident owners of record of the property, a majority of the resident owners of record of more than one-half of the area, and/or a majority of the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.*

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of pavement on Sheridan Avenue from the North property line of Lot 4, Block 7, Southwest Industrial Addition to the Northwest corner of Lot 1, Block 6, Northwest Industrial Addition, to include a cul-de-sac at the north end with drainage to be installed where necessary.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer

(b) The estimated or probable cost of the proposed Improvements is: **\$615,000**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If, at the time the City Engineer bids or is ready to bid the Improvements for construction it appears that the final cost will be more than 10% over the project cost estimate set forth above, a new petition with an increased estimated costs must be circulated and submitted. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Unplatted Tracts – Section 36, Township 27, Range 1W
TH PT 50 FT TRACK IN SE 1/4 LY ADJ TO AT&SF RR ROW ON SE &
ADJ TO LOT 1 BLOCK 6 SOUTHWEST INDUSTRIAL ADDITION & TH
PT VAC ORIENT BLVD (D 0127600UP)
E1/2 SW1/4 S OF AT&SF RR EXC W 400 FT & EXC S 650 FT
(D 184660009)

Southwest Industrial Addition

LOT 1, BLOCK 6 & TH PT VAC ORIENT BLVD ADJ ON NW

LOT 2, BLOCK 6 & 1/2 VAC ST ADJ ON S

LOT 1, BLOCK 7 & 1/2 VAC ST ADJ ON N

LOTS 2-3, BLOCK 7

- (d) The proposed method of assessment is: **equally per square foot.**

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

- (e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

- (f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner. This petition shall be considered null and void if it is not filed with the City Clerk within one year of the preparation date of **April 8, 2015**.

Signature	Dated	Property Owned Within Proposed Improvement District
Unplatted Tracts - Section 36, Township 27, Range 1W		
MBK PROPERTIES LLC <i>Mahat D Kh</i> Member	1/26/16	TH PT 50 FT TRACK IN SE 1/4 LY ADJ TO AT&SF RR ROW ON SE & ADJ TO LOT 1 BLOCK 6 SOUTHWEST INDUSTRIAL ADDITION & TH PT VAC ORIENT BLVD (D 0127600UP)
SMITHFIELD FARMLAND CORP		E1/2 SW1/4 S OF AT&SF RR EXC W 400 FT & EXC S 650 FT (D 184660009)
Southwest Industrial Addition		
MBK PROPERTIES LLC <i>Mahat D Kh</i> Member	1/26/16	LOT 1, BLOCK 6 & TH PT VAC ORIENT BLVD ADJ ON NW
HIJOS LLC <i>Fabricia Kuehler</i> member		LOT 2 BLOCK 6 & 1/2 VAC ST ADJ ON S
CAPPS HOLDINGS LLC <i>Barry L. Gorn</i> VICE PRESIDENT	1.26.16	LOT 1, BLOCK 7 & 1/2 VAC ST ADJ ON N, LOTS 2-3, BLOCK 7

THIS PETITION was filed in my office on January 26, 2016.



John Edwards
Deputy City Clerk

468-85066

RECEIVED

JAN 26 '16

CITY CLERK OFFICE

PETITION

(Sanitary Sewer – Southwest Industrial Addition /N. of Pawnee, E. of West Street)

TO: The Mayor and City Council (the “Governing Body”)
City of Wichita, Kansas

1. The undersigned, being either a majority of the resident owners of record of the property, a majority of the resident owners of record of more than one-half of the area, and/or a majority of the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the “Act”).

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: **\$82,000**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If, at the time the City Engineer bids or is ready to bid the Improvements for construction it appears that the final cost will be more than 10% over the project cost estimate set forth above, a new petition with an increased estimated costs must be circulated and submitted. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Southwest Industrial Addition

LOT 1, BLOCK 6 & TH PT VAC ORIENT BLVD ADJ ON NW

LOT 2 BLOCK 6 & 1/2 VAC ST ADJ ON S

LOT 1 BLOCK 7 & 1/2 VAC ST ADJ ON N

LOT 2 BLOCK 7

LOT 3 BLOCK 7

(d) The proposed method of assessment is: **equally per square foot.**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.


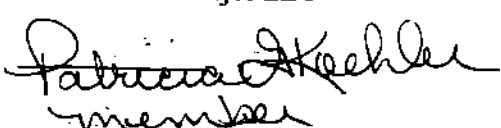
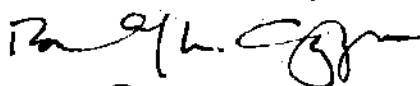
(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner. This petition shall be considered null and void if it is not filed with the City Clerk within one year of the preparation date of July 31, 2015.

Signature	Dated	Property Owned Within Proposed Improvement District
Southwest Industrial Addition		
MBK Properties LLC  Member	4/26/16	LOT 1, BLOCK 6 & TH PT VAC ORIENT BLVD ADJ ON NW
Hijos LLC  member	1-26-16	LOT 2 BLOCK 6 & 1/2 VAC ST ADJ ON S
Capps Holdings LLC  MIKE PRESIDENT	1.26.16	LOTS 1-3 BLOCK 7 & 1/2 VAC ST ADJ ON N, INCLUSIVE

THIS PETITION was filed in my office on January 26, 2016.



John Edwards
Deputy City Clerk

448-90691

RECEIVED

JAN 26 '16

CITY CLERK OFFICE

PETITION

(Water Distribution System – Southwest Industrial Addition, Unplatted Tract in S36-T27S-R1E/N. of Pawnee, E. of West Street)

TO: The Mayor and City Council (the “Governing Body”)
City of Wichita, Kansas

1. The undersigned, being either a majority of the resident owners of record of the property, a majority of the resident owners of record of more than one-half of the area, and/or a majority of the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the “Act”).

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer

(b) The estimated or probable cost of the proposed Improvements is: **\$105,000**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If, at the time the City Engineer bids or is ready to bid the Improvements for construction it appears that the final cost will be more than 10% over the project cost estimate set forth above, a new petition with an increased estimated costs must be circulated and submitted. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Unplatted Tract in Section 36, Township 27S, Range 1E

E1/2 SW1/4 S OF AT&SF RR EXC W 400 FT & EXC S 650 FT

Southwest Industrial Addition

LOT 1, BLOCK 6 & TH PT VAC ORIENT BLVD ADJ ON NW

LOT 2 BLOCK 6 & 1/2 VAC ST ADJ ON S

LOT 1 BLOCK 7 & 1/2 VAC ST ADJ ON N

LOT 2 BLOCK 7

LOT 3 BLOCK 7

(d) The proposed method of assessment is: **equally per front foot.**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

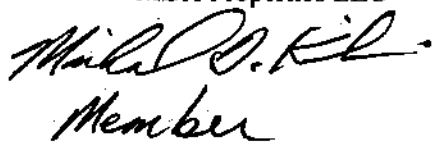
(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner. This petition shall be considered null and void if it is not filed with the City Clerk within one year of the preparation date of **July 31, 2015**.

Signature	Dated	Property Owned Within Proposed Improvement District
<u>Unplatted Tract in Section 36, Township 27S, Range 1E</u>		
Smithfield Farmland Corp		E1/2 SW1/4 S OF AT&SF RR EXC W 400 FT & EXC S 650 FT
<u>Southwest Industrial Addition</u>		
MBK Properties LLC  Member	1/26/16	LOT 1, BLOCK 6 & TH PT VAC ORIENT BLVD ADJ ON NW

Hijos LLC <i>Patricia Hehler</i> Member	1-26-16	LOT 2 BLOCK 6 & 1/2 VAC ST ADJ ON S
Capps Holdings LLC <i>Ron H. Capps</i> VICE PRESIDENT	1.26.16	LOTS 1-3 BLOCK 7 & 1/2 VAC ST ADJ ON N, INCLUSIVE

THIS PETITION was filed in my office on January 26, 2016.



Jim Edwards
Deputy City Clerk

(Published in the *Wichita Eagle*, on _____)

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS - SOUTHWEST INDUSTRIAL ADDITION/NORTH OF PAWNEE, EAST OF WEST STREET) (472-85220).

WHEREAS, the City of Wichita, Kansas (the "City") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the "Governing Body") has heretofore by **Resolution No. 15-189** of the City (the "Prior Resolution") authorized certain internal improvements; and

WHEREAS, the legal description of the Improvement District established by the prior resolution has been updated;

WHEREAS, pursuant to the receipt of a new petition (the "Petition"), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

WHEREAS, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by either a majority of the resident owners of record of the property, a majority of the resident owners of record of more than one-half of the area, and/or a majority of the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Repealer. The Prior Resolution is hereby repealed.

Section 2. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of pavement on Sheridan Avenue from the North property line of Lot 4, Block 7, Southwest Industrial Addition to the Northwest corner of Lot 1, Block 6, Northwest Industrial Addition, to include a cul-de-sac at the north end with drainage to be installed where necessary (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Six Hundred Fifteen Thousand Dollars (\$615,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If, at the time the City Engineer bids or is ready to bid the Improvements for construction it appears that the final cost will be more than 10% over the project cost estimate set forth above, a new petition with an increased estimated cost must be circulated and submitted. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Unplatted Tracts – Section 36, Township 27, Range 1W
TH PT 50 FT TRACT IN SE 1/4 LY ADJ TO AT&SF RR ROW ON SE &
ADJ TO LOT 1 BLOCK 6 SOUTHWEST INDUSTRIAL ADDITION & TH
PT VAC ORIENT BLVD (D 0127600UP)
E1/2 SW1/4 S OF AT&SF RR EXC W 400 FT & EXC S 650 FT
(D 184660009)

Southwest Industrial Addition
LOT 1, BLOCK 6 & TH PT VAC ORIENT BLVD ADJ ON NW
LOT 2, BLOCK 6 & 1/2 VAC ST ADJ ON S
LOT 1, BLOCK 7 & 1/2 VAC ST ADJ ON N
LOTS 2-3, BLOCK 7

(d) The method of assessment is: **equally per square foot.**

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements. In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 3. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

Section 4. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, all pursuant to Treasury Regulation § 1.150-2.

Section 6. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on _____.

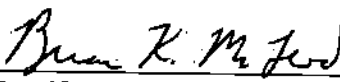
(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:



for Jennifer Magaña, City Attorney
and Director of Law

(Published in the *Wichita Eagle*, on _____)

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 278, SANITARY SEWER NO. 22 – SOUTHWEST INDUSTRIAL ADDITION/NORTH OF PAWNEE, EAST OF WEST STREET) (468-85066).

WHEREAS, the City of Wichita, Kansas (the "City") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the "Governing Body") has heretofore by **Resolution No. 15-321** of the City (the "Prior Resolution") authorized certain internal improvements; and

WHEREAS, the legal description of the Improvement District established by the prior resolution has been updated;

WHEREAS, pursuant to the receipt of a new petition (the "Petition"), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

WHEREAS, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by a **majority of the resident owners of record of the property, a majority of resident owners of record of more than one-half of the area and/or a majority of the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Repealer. The Prior Resolution is hereby repealed.

Section 2. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of a lateral sanitary sewer (Lateral 278, Sanitary Sewer No. 22), including necessary sewer mains and appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Eighty-Two Thousand Dollars (\$82,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If, at the time the City Engineer bids or is ready to bid the Improvements for construction it appears that the final cost will be more than 10% over the project cost estimate set forth above, a new petition with an increased estimated cost must be circulated and submitted. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Southwest Industrial Addition

LOT 1, BLOCK 6 & TH PT VAC ORIENT BLVD ADJ ON NW

LOT 2 BLOCK 6 & 1/2 VAC ST ADJ ON S

LOT 1 BLOCK 7 & 1/2 VAC ST ADJ ON N

LOT 2 BLOCK 7

LOT 3 BLOCK 7

(d) The method of assessment is: **equally per square foot.**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 3. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

Section 4. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, all pursuant to Treasury Regulation § 1.150-2.

Section 6. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on _____.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña

for Jennifer Magaña, City Attorney
and Director of Law

(Published in the *Wichita Eagle*, on _____)

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM – SOUTHWEST INDUSTRIAL ADDITION/NORTH OF PAWNEE, EAST OF WEST STREET) (448-90691).

WHEREAS, the City of Wichita, Kansas (the "City") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the "Governing Body") has heretofore by **Resolution No. 15-322** of the City (the "Prior Resolution") authorized certain internal improvements; and

WHEREAS, the legal description of the Improvement District established by the prior resolution has been updated;

WHEREAS, pursuant to the receipt of a new petition (the "Petition"), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

WHEREAS, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by a majority of the resident owners of record of the property, a majority of resident owners of record of more than one-half of the area and/or a majority of the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Repealer. The Prior Resolution is hereby repealed.

Section 2. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **One Hundred Five Thousand Dollars (\$105,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If, at the time the City Engineer bids or is ready to bid the Improvements for construction it appears that the final cost will be more than 10% over the project cost estimate set forth above, a new petition with an increased estimated cost must be circulated and submitted. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Unplatted Tract in Section 36, Township 27S, Range 1E
E1/2 SW1/4 S OF AT&SF RR EXC W 400 FT & EXC S 650 FT

Southwest Industrial Addition
LOT 1, BLOCK 6 & TH PT VAC ORIENT BLVD ADJ ON NW
LOT 2 BLOCK 6 & 1/2 VAC ST ADJ ON S
LOT 1 BLOCK 7 & 1/2 VAC ST ADJ ON N
LOT 2 BLOCK 7
LOT 3 BLOCK 7

(d) The method of assessment is: **equally per front foot.**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 3. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

Section 4. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, all pursuant to Treasury Regulation § 1.150-2.

Section 6. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on _____.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña
for _____
Jennifer Magaña, City Attorney
and Director of Law

RESOLUTION NO. 16-042

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 278, SANITARY SEWER NO. 22 – SOUTHWEST INDUSTRIAL ADDITION/NORTH OF PAWNEE, EAST OF WEST STREET) (468-85066).

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 15-321** of the City (the “Prior Resolution”) authorized certain internal improvements; and

WHEREAS, the legal description of the Improvement District established by the prior resolution has been updated;

WHEREAS, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

WHEREAS, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

WHEREAS, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by **a majority of the resident owners of record of the property, a majority of resident owners of record of more than one-half of the area and/or a majority of the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Repealer. The Prior Resolution is hereby repealed.

Section 2. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of a lateral sanitary sewer (Lateral 278, Sanitary Sewer No. 22), including necessary sewer mains and appurtenances to serve the Improvement District defined below (the “Improvements”).

(b) The estimated or probable cost of the Improvements is **Eighty-Two Thousand Dollars (\$82,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition

to the City. If, at the time the City Engineer bids or is ready to bid the Improvements for construction it appears that the final cost will be more than 10% over the project cost estimate set forth above, a new petition with an increased estimated cost must be circulated and submitted. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Southwest Industrial Addition

LOT 1, BLOCK 6 & TH PT VAC ORIENT BLVD ADJ ON NW

LOT 2 BLOCK 6 & 1/2 VAC ST ADJ ON S

LOT 1 BLOCK 7 & 1/2 VAC ST ADJ ON N

LOT 2 BLOCK 7

LOT 3 BLOCK 7

(d) The method of assessment is: **equally per square foot.**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 3. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

Section 4. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, all pursuant to Treasury Regulation § 1.150-2.

Section 6. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on March 1, 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney
and Director of Law

(Published in the *Wichita Eagle*, on March 4, 2016)

RESOLUTION NO. 16-043

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS – SOUTHWEST INDUSTRIAL ADDITION/NORTH OF PAWNEE, EAST OF WEST STREET) (472-85220).

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 15-189** of the City (the “Prior Resolution”) authorized certain internal improvements; and

WHEREAS, the legal description of the Improvement District established by the prior resolution has been updated;

WHEREAS, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

WHEREAS, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

WHEREAS, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by either a **majority of the resident owners of record of the property, a majority of the resident owners of record of more than one-half of the area, and/or a majority of the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Repealer. The Prior Resolution is hereby repealed.

Section 2. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of pavement on Sheridan Avenue from the North property line of Lot 4, Block 7, Southwest Industrial Addition to the Northwest corner of Lot 1, Block 6, Northwest Industrial

Addition, to include a cul-de-sac at the north end with drainage to be installed where necessary (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Six Hundred Fifteen Thousand Dollars (\$615,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If, at the time the City Engineer bids or is ready to bid the Improvements for construction it appears that the final cost will be more than 10% over the project cost estimate set forth above, a new petition with an increased estimated cost must be circulated and submitted. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Unplatted Tracts – Section 36, Township 27, Range 1W
TH PT 50 FT TRACT IN SE 1/4 LY ADJ TO AT&SF RR ROW ON SE &
ADJ TO LOT 1 BLOCK 6 SOUTHWEST INDUSTRIAL ADDITION & TH
PT VAC ORIENT BLVD (D 0127600UP)
E1/2 SW1/4 S OF AT&SF RR EXC W 400 FT & EXC S 650 FT
(D 184660009)

Southwest Industrial Addition
LOT 1, BLOCK 6 & TH PT VAC ORIENT BLVD ADJ ON NW
LOT 2, BLOCK 6 & 1/2 VAC ST ADJ ON S
LOT 1, BLOCK 7 & 1/2 VAC ST ADJ ON N
LOTS 2-3, BLOCK 7

(d) The method of assessment is: **equally per square foot.**

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements. In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 3. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

Section 4. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, all pursuant to Treasury Regulation § 1.150-2.

Section 6. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on March 1, 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney
and Director of Law

RESOLUTION NO. 16-044

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM – SOUTHWEST INDUSTRIAL ADDITION/NORTH OF PAWNEE, EAST OF WEST STREET) (448-90691).

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 15-322** of the City (the “Prior Resolution”) authorized certain internal improvements; and

WHEREAS, the legal description of the Improvement District established by the prior resolution has been updated;

WHEREAS, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

WHEREAS, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

WHEREAS, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by **a majority of the resident owners of record of the property, a majority of resident owners of record of more than one-half of the area and/or a majority of the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Repealer. The Prior Resolution is hereby repealed.

Section 2. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below (the “Improvements”).

(b) The estimated or probable cost of the Improvements is **One Hundred Five Thousand Dollars (\$105,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If, at the time the City Engineer bids or is ready to bid the Improvements for construction it appears that the final cost will be more than 10% over the project cost estimate set forth above, a new petition with an increased estimated cost must be circulated and submitted. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Unplatted Tract in Section 36, Township 27S, Range 1E
E1/2 SW1/4 S OF AT&SF RR EXC W 400 FT & EXC S 650 FT

Southwest Industrial Addition
LOT 1, BLOCK 6 & TH PT VAC ORIENT BLVD ADJ ON NW
LOT 2 BLOCK 6 & 1/2 VAC ST ADJ ON S
LOT 1 BLOCK 7 & 1/2 VAC ST ADJ ON N
LOT 2 BLOCK 7
LOT 3 BLOCK 7

(d) The method of assessment is: **equally per front foot.**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 3. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

Section 4. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, all pursuant to Treasury Regulation § 1.150-2.

Section 6. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on March 1, 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney
and Director of Law

City of Wichita
City Council Meeting
March 1, 2016

TO: Mayor and City Council

SUBJECT: Community Events – Wichita St. Patrick’s 5K (District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, event promoter John Muir, Wichita Running Company, is coordinating the St. Patrick’s 5K with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Wichita St. Patrick’s 5K March 12, 2016 8:00 am – 10:00 am

- West Museum Boulevard, West Stackman Drive to West Sim Park Drive
- West Sim Park Drive, Museum Boulevard to West Murdock Street
- West Murdock Avenue, West Sim Park Drive to Amidon Street
- Amidon Street, West Murdock Avenue to West Murdock Street
- West Murdock Street, Amidon Street to Faulkner North
- Faulkner North, West Murdock Street to West Stackman Drive
- West Stackman Drive, Faulkner North to Museum Boulevard

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: This action complies with the ordinance on street closures for community events.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
March 1, 2016

TO: Mayor and City Council

SUBJECT: Flag-Style Signs, Market Street Parking Garage (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the contract.

Background: On March 25, 2014, the City Council approved a project to complete structural repairs and refurbishment of all nine levels of the recently acquired parking garage located at 215 South Market Street. On July 3, 2014, the City accepted bids for the structural repair and refurbishment of the garage and awarded the construction contract to Martin K. Eby Construction.

The structural repair and refurbishment phase of the garage has since been completed, and the garage is being used on a limited basis as planned aesthetic enhancements continue.

Analysis: The garage is located on the corner of Market and William Streets and will have two flag-style signs located on the east and north faces of the building. The signs will be two-sided, and back-lit with energy efficient light-emitting diode lighting that should provide years of relatively maintenance free service. The signs will be approximately 17.5' x 4' and will provide a beacon for the entrance of the garage off of both Market and William Streets, day or night.

On November 18, 2015, staff issued a Request for Proposal (FP540078) for design, manufacture, and installation of two flag-style signs for the garage. On December 3, 2015, staff received one proposal from Ron's Sign Company for supplying and installing the two signs. The proposal met all the requirements for the project. The negotiated contract price and completion schedule were acceptable to staff, and within the project budget.

Financial Considerations: Funding in the amount of \$55,000 for the signs is available within the original approved budget, with no additional funding needs anticipated.

Legal Considerations: The Law Department has reviewed and approved the contract as to form.

Recommendation/Action: It is recommended that the City Council approve the contract, and authorize the necessary signatures.

Attachments: Contract.

CONTRACT
for
DESIGN, MANUFACTURE & INSTALL TWO FLAG SIGNS
FOR MARKET & WILLIAM PARKING GARAGE

THIS CONTRACT entered into this 1st day of March 1, 2016 by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **RON'S SIGN CO. INC.** (Vendor Code Number 809357-001), whose principal office is at 1329 S. Handley, Wichita, KS 67213, Telephone Number (316) 267-8914, hereinafter called "**VENDOR**".

WITNESSETH:

WHEREAS, the **CITY** has solicited proposals for **Design, Manufacture & Install Two Flag Signs for Market & William Parking Garage** (Formal Proposal- FP540078) [Commodity Code Number 95674]; and

WHEREAS, **VENDOR** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services.** **VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP540078 [Commodity Code Number 93674], which are incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal Number – FP540078, shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation.** **CITY** agrees to pay to **VENDOR** for Design, Manufacture & Install Two Flag Signs for Market & William Parking Garage Systems for Formal Proposal – FP540078 [Commodity Code Number 93674], for the Public Works & Utilities Department. / Fleet & Facilities Division as shown below as compensation as per the proposal, plans, specifications, addenda and **VENDOR's** proposal of December 3, 2015 and as approved by the City Council on March 1, 2016.

Quantity	Description – Market Street Sign	Total
2	<p>Double sided sign as per exact drawings supplied by LK Architecture.</p> <p>Internally lit RGB LED light modules with touch controller, amplifier and photocell.</p> <p>Routed panels with push thru acrylic with white backed Black 3mm aluminum composite panels routed as per drawings supplied by LK Architecture</p> <p>Install at specified location of parking garage on Market St. Banner mount style as per layout.</p> <p>All mounting hardware either galvanized for protected for external use.</p> <p>Electrical connection to supply line by other contractor.</p> <p>One electrical supply of 110v/20 amp breaker required.</p> <p>Sign permit at assessed value if needed with city project.</p>	\$55,000.00

3. Term. The term of this contract shall be from March 1, 2016 through sixty (60) calendar days of the Notice to Proceed / City Council Approval Date. This contract is subject to cancellation by the city, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR**.

4. Indemnification and Insurance.

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons, property or other liability loss arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

1. Commercial General Liability

Covering premises—operations, xcu hazards, Product/Completed Operations, Broad Form Property Damage and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 Each Occurrence \$500,000 Each Aggregate
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Property Damage Liability	\$500,000 Each Occurrence \$500,000 Each Aggregate
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Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 Each Occurrence \$500,000 Each Aggregate
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2. Comprehensive Automobile Liability

All Owned, Non-Owned, and Hired vehicles with minimum limits as follows:

Bodily Injury Liability	\$500,000 Each Accident
Property Damage Liability	\$500,000 Each Accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 Each Accident
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3. Workers' Compensation

Statutory

Employers Liability	\$100,000 Each Accident \$500,000 Aggregate \$100,000 Occupational Disease
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5. **Independent Contractor.** The relationship of the **VENDOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **VENDOR** shall be considered an employee of the **CITY**.

6. **Compliance with Laws.** **VENDOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

7. **No Assignment.** The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

8. **Non-Discrimination.** **VENDOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

9. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create in the public or any member thereof the rights of a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

10. No Arbitration. The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in proposal or proposal documents is deemed void.

11. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas. The parties agree that this contract has been created in Kansas.

12. Representative's Authority to Contract. By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

THE CITY OF WICHITA

Janis Edwards
Deputy City Clerk.

for *Charmaine Rose*
Melinda A. Walker
Purchasing Manager

APPROVED AS TO FORM:

RON'S SIGN CO. INC.

Jennifer Magana
Jennifer Magana
City Attorney & Director of Law

John Saward
Signature
John Saward
Print Signature Name

Jeff Longwell, Mayor

CEO
Title (President or Corporate Officer)

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**City of Wichita
City Council Meeting
March 1, 2016**

TO: Mayor and City Council

SUBJECT: Supplemental Design Agreement No. 2 for Water Treatment Plant Chemical Feed System Replacement (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Supplemental Design Agreement No. 2.

Background: On November 25, 2014, the City Council approved an agreement with Burns & McDonnell to design improvements for the Water Treatment Plant Disinfection and Chemical Feed Systems. The Request for Proposal for the project included design for the full scope of work for replacement of both systems, but staff made the decision after the project kickoff to proceed in phases for more effective design and project management. The design may consist of as many as three phases - the disinfection systems as the first phase; the lime, ferric, polymer, poly phosphate and carbon dioxide systems as the second phase; and the chlorine scrubber as a third phase. On July 20, 2015, Supplemental Design Agreement No. 1 was approved for additional first phase design work.

Agreement No.	Date Approved	Services Provided	Cost
Original	November 25, 2014	Phase I design services agreement.	\$183,488
No. 1	July 20, 2015	Provided design of an additional chlorinator, ammoniator and controls.	\$23,969
Total design fee to date:			\$207,457

Analysis: The first phase disinfection system project is complete and staff has requested that Burns & McDonnell proceed the second phase of the project. A supplemental design agreement has been prepared to provide the additional services.

Financial Considerations: The total design and construction administration fee to date is \$207,457. The cost of the additional services for phase two design work is \$700,300. This brings the total design and construction administration fee to \$907,757. Funding is available within the existing \$4,500,000 budget, approved by the City Council on November 17, 2015, and is funded by future revenue bonds or Water Utility cash reserves. If revenue bonds are issued, an additional 8% will be added for financing and administrative costs.

Legal Considerations: Supplemental Design Agreement No. 2 has been reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve Supplemental Design Agreement No. 2 and authorize the necessary signatures.

Attachment: Supplemental Design Agreement No. 2.

SUPPLEMENTAL AGREEMENT NO. 2
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES DATED NOVEMBER 25, 2014
BETWEEN
THE CITY OF WICHITA, KANSAS
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE
"CITY"
AND
BURNS & MCDONNELL ENGINEERING COMPANY, INC.
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement (dated November 25, 2014) between the two parties covering engineering services to be provided by the ENGINEER for WATER TREATMENT PLANT DIS-INFECTION FEED SYSTEM IMPROVEMENTS.

WHEREAS, Paragraph IV. C. of the above referenced Agreement provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein);

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

CHEMICAL FEED SYSTEM UPGRADES (SEE ATTACHED EXHIBIT A FOR DETAILS)

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the not to exceed fee as follows:

Chemical Feed System Upgrades as detailed in attached Exhibit A	\$700,300.00
--	--------------

C. PROVISIONS OF THE ORIGINAL AGREEMENT

The parties hereunto mutually agree that all provisions and requirements of the original Agreement, not specifically modified by this Supplemental Agreement, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 201⁶.

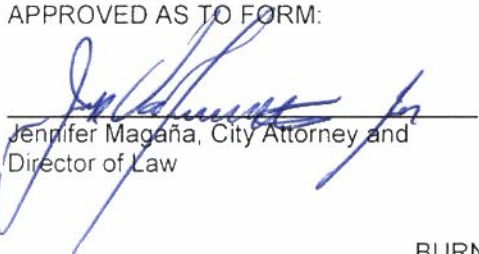
CITY OF WICHITA

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:



Jennifer Magaña, City Attorney and
Director of Law

BURNS & MCDONNELL ENGINEERING COMPANY, INC.



Ron Coker, Senior Vice President

SUPPLEMENTAL AGREEMENT #2
EXHIBIT A
CHEMICAL FEED SYSTEM UPGRADES SCOPE OF SERVICES

A. Project Description

This project will include design, bidding, construction phase, and site services necessary to replace and upgrade the lime, polymer, ferric, and polyphosphate chemical feed systems and for carbon dioxide (CO₂) mechanical improvements at the City of Wichita's Main Water Treatment Plant (M.WTP).

B. Scope of Work

Task 1 – Project Management, Initiation, and Design Coordination

- 1) Kickoff meeting / design workshop with CITY to be held in conjunction with one-day site review by ENGINEER.
- 2) Establish vision and goals for the project.
- 3) Communicate goals to project team.
- 4) Track major decisions and action items for the project.
- 5) Coordinate with outside agencies.
- 6) Track communication, schedule, and budget status.
- 7) Provide Monthly Project Reports to update CITY on progress, work items completed, and work items planned.

Task 2 – Site Assessment and Preliminary Design Report

- 1) Review with all disciplines the equipment and items that need rehabilitation associated with the lime, polymer, ferric, and polyphosphate feed systems.
- 2) Conduct a one-day site review of structural, electrical, mechanical, and control items applicable to the chemical feed replacements and CO₂ mechanical improvements. Site reviews will be performed from the point of chemical delivery to the point of injection where visually accessible.
- 3) Develop Draft and Final version of a Preliminary Design Report (PDR).
 - a) Include summary of equipment reviews.
 - b) Describe elements that need to be reused, rehabilitated, and replaced.
 - c) Describe preliminary equipment selection and capital costs.
 - d) Propose chemical feed dose and locations, including considerations for treating up to 80-MGD of groundwater only in the East Plant and a total of 160-MGD for the entire facility. Required chemical doses for the Central Plant will be based on current operation. Required chemical doses for the East Plant will be based on the jar testing results from the Main Water Treatment Plant Improvements Report by Burns & McDonnell dated March 2014.

- e) Describe operational impacts.
- f) Provide structural investigation of existing areas where chemical feed system are to be replaced to determine sufficiency.
- 4) Provide opinion of probable construction cost update.
- 5) Provide design, bid, and construction phase schedule update.
- 6) Submit preliminary design layout for CITY review.
- 7) One (1) on-site design workshop with the CITY to review the PDR.

Task 3 - Design Services

- 1) On the basis of the approved Preliminary Design Report, prepare for incorporation in the Bidding Documents detailed drawings to show the character and scope of the Work to be performed by contractors on the Project (hereinafter called the "Bidding Drawings"), and Technical Specifications to be incorporated with the CITY front-end documents including General Conditions, Special Provisions, Bid Forms, and other documents (all of which, together with the Bidding Drawings and Technical Specifications, are hereinafter called the "Bidding Documents") for review and approval by CITY, its legal counsel, and other advisors as appropriate, and assist CITY in the preparation of other related documents.
- 2) ENGINEER shall be provided and have sufficient time to review and provide input and revisions to the front-end documents provided by the CITY for the project. These revisions may be covered in a supplementary conditions section provided by the ENGINEER for implementation by the CITY.
- 3) General Project Components:
 - a) Demolition plan for existing equipment, piping, power supply, control interface, and materials being removed and/or replaced as part of this project.
 - b) Control descriptions for manual and automatic control, status indications, reporting, and alarm monitoring. Coordination and design of control and monitoring interface between new process/chemical feed equipment and existing plant PLC/HMI system.
 - c) Provide technical criteria, written descriptions, and design data for CITY's use in filing applications for permits required by governmental authorities having jurisdiction to review or approve the final design of the Project and assist CITY in consultations with appropriate authorities.
 - d) Inform CITY of adjustments in excess of ten percent of the cost opinion for the Project caused by changes in scope, design requirements, or construction costs and furnish a revised cost opinion for the Project based on the final Bidding Documents.
 - e) Update of opinion of probable cost at 60% and For-Approval document stage.
 - f) Update of any design impacts on project schedule.

- g) Production of project phasing requirements for inclusion in the Bidding Documents.
 - h) Two (2) on-site design workshops with the CITY to review the design documents.
 - i) Furnish approval copies of the final Bid Documents.
- 4) Lime Slaking System Improvements:
- a) Selection of batch lime slaking equipment and coordination with equipment manufacturer.
 - b) Replacement and routing of water supply piping as needed to connect to new lime slaking equipment.
 - c) Provide design of compressed air supply piping, as needed, for new lime slaking equipment.
 - d) Lime slaking system control panels will be manufacturer provided with hardwired interface to existing plant control system.
 - e) New electrical power supply to lime slaking system control panels and ventilation improvements will be designed. Available capacity and source location will be determined from the existing power distribution equipment.
 - f) Ventilation modifications will be made to the space as required.
 - g) Replacement of corroded doors in lime room.
 - h) Lime feed piping from truck delivery to silos will be replaced, as will silo outlet valves and controls. No work will be done on lime storage silos.
 - i) Assumptions:
 - i) The existing structure was previously designed to industry standards and will not need strengthening to carry the new equipment. The equipment pads will be designed to transfer any new loads from equipment or storage tanks to the existing structure.
 - ii) Compressed air is available from existing system; no new compressor required.
 - iii) No fire protection (sprinkler system) will be provided.
- 5) Ferric System Improvements:
- a) Design of ferric feed equipment, consisting of pump skid package(s) with integral controls. Interface with plant control system to reuse existing hardwired conductors.
 - b) Replacement of chemical piping as needed to connect to new feed equipment.
 - c) Replacement of ferric supply and feed piping as determined to be required in the PDR.
 - d) Ventilation modifications will be made to the space, as required.
 - e) Assumptions:
 - i) No work will be done to improve existing bulk storage tanks.
 - ii) Design of new power supply from existing power distribution equipment will be required for the ferric system and ventilation improvements.

- iii) No fire protection will be provided.
 - iv) The existing structure was previously designed to industry standards and will not need strengthening to carry the new equipment.
- 6) Polymer System Improvements:
 - a) Design of polymer activation and feed equipment, consisting of skid package(s) with integral controls. Interface with plant control system to reuse existing hardwired conductors.
 - b) Replacement of chemical and water supply piping as needed to connect to new feed equipment.
 - c) Replacement of polymer supply and feed piping as determined to be required in the PDR.
 - d) Assumptions:
 - i) No work will be done to improve existing bulk storage tanks.
 - ii) Design of new power supply from existing power distribution equipment will be required.
 - iii) The existing structure was previously designed to industry standards and will not need strengthening to carry the new equipment.
- 7) Polyphosphate System Improvements:
 - a) Design of polyphosphate activation and feed equipment, consisting of skid package(s) with integral controls. Interface with plant control system to reuse existing hardwired conductors.
 - b) Replacement of chemical and water supply piping as needed to connect to new feed equipment.
 - c) Replacement of polyphosphate supply and feed piping as determined to be required in the PDR.
 - d) HVAC modifications will be made, as required.
 - e) Assumptions:
 - i) No work will be done to improve existing bulk storage tanks.
 - ii) Design of new power supply from existing power distribution equipment to the polyphosphate system and ventilation improvements will be required.
 - iii) No fire protection (sprinkler system) will be provided.
 - iv) The existing structure was previously designed to industry standards and will not need strengthening to carry the new equipment.
- 8) Carbon Dioxide (CO₂) Mechanical System Improvements
 - a) Design of one exhaust fan and one air supply fan in the CO₂ tank room.
 - b) Design of ductwork associated with new exhaust and air supply fans in the CO₂ tank room.
 - c) Design of vent piping from all PRVs on the CO₂ tanks and piping in the CO₂ tank room. Provide specifications for new PRVs if existing valves cannot be piped to vent.

- d) Design of a CO₂ detection system including detectors, audible alert stations and entryway control stations.
- e) Specify controllers with a Hand/Auto switch to control exhaust fan and air supply fan simultaneously.
- f) Design of system integration components necessary to incorporate new ventilation equipment and detection system into existing plant control system.
- g) Assumptions
 - i) Exhaust fans and air supply fans will be designed to a minimum of 1 scfm/ft².
- 9) Risk Management Plan (RMP) Updates
 - a) Provide updates to existing RMP by updating existing P&IDs to incorporate equipment, piping, and instrumentation installed in this project if required.
 - b) RMP Update will not include a complete hazard review of the RMP.

Task 4 – Permitting Services

- 1) Prepare and submit necessary permits required by KDHE to construct improvements; CITY will be responsible for any permit fees.
- 2) Facilitate the permit review process.
- 3) Provide additional clarification necessary to the permitting agencies.

Task 5 - Bid Phase Services

- 1) Issuance of Bidding Documents, including contract documents, plans, and specifications will be provided by the CITY.
- 2) Attendance at pre-bid and bid opening.
- 3) Answering bidders' questions and issuance of any addendums.
- 4) Review of bids and issuance of bid recommendation to CITY.
- 5) Issuance of Conforming Documents for construction contract execution.

Task 6 – Construction Phase and RPR Services - General

It is assumed that the CITY will want both Construction Phase (office coordination and occasional site visit by design team) and part time site review (Resident Project Representative – RPR) services for an anticipated site construction period of five (5) months. This assumes RPR time will not exceed an average of 10 hrs per week for a period of 20 weeks. This also assumes Contractor will not be allowed to start site construction until equipment has been procured, which is assumed to be seven (7) months for a total construction phase period of 12 months from notice-to-proceed to substantial completion.

Task 6.a. - Construction Phase Services

- 1) Consult with and advise CITY and act as CITY'S engineer as provided in CITY'S standard General Conditions for the Construction Contract. The extent.

and limitations of the duties, responsibilities, and authority of ENGINEER as assigned in said General Conditions shall not be modified without ENGINEER'S written consent.

- 2) Consult with and advise CITY and act as CITY'S engineer as may be provided in CITY'S construction contract conditions. The extent and limitations of the duties, responsibilities, and authority of ENGINEER as may be assigned in said construction contract conditions or in supplements prepared thereto shall not be modified without ENGINEER'S written consent.
- 3) As CITY'S engineer, ENGINEER shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for Contractor's failure to perform construction work in accordance with the Contract Documents, all of which shall remain the sole responsibility of the CITY'S Contractor.
- 4) Review and accept Submittals of Contractor(s) for conformance with the design concept and intent of the Contract Documents.
- 5) Attendance by project manager and/or project engineer(s) at pre-construction meeting and monthly progress meetings.
- 6) Make visits to the Site at intervals appropriate to the stages of construction to (consult with and advise ENGINEER'S Resident Project Representative, if any, and) observe the progress and quality of the executed Work, and to determine, in general, if the Project is proceeding in accordance with the Contract Documents. ENGINEER shall not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work.
- 7) Prepare technical and engineering input and required engineering documents for routine Supplemental Instructions, Change Orders and Construction Change Directives, as required; act as interpreter of the technical and engineering requirements of the Contract Documents and judge of the performance thereunder by the parties thereto, and provide guidance to the CITY on claims of CITY and Contractor(s) relating to the execution and progress of the Work and questions related thereto; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by ENGINEER in good faith.
- 8) Review of shop drawings and contractor submittals.
- 9) Render periodic Work progress reports to CITY.
- 10) Interpretation of Contract Documents and responding to Contractor's questions and RFIs (requests for information).
- 11) Occasional site visits to provide interpretation of Contractor's questions and to review the status of the Work.
- 12) Review of contractor's monthly progress payment requests.
- 13) Conforming to construction record documents in PDF and AutoCAD format to be provided to CITY

- 14) System startup assistance.
- 15) Conduct an inspection to determine if the Project is substantially complete and issue punch list for project completion.
- 16) Conduct a final inspection to determine if the Project has been completed in general in accordance with the Contract Documents, so that ENGINEER may approve, in writing, final payment to each Contractor.
- 17) Trouble-shooting assistance and coordination with Contractor throughout duration of warranty period, limited to a total of 80 hours.

Task 6.b. - RPR Services

- 1) The Resident Project Representative, through more extensive on-site observations of the work in progress, field checks of materials and equipment, and maintenance of jobsite records on conditions and activities, shall assist ENGINEER in determining that the Project is proceeding in accordance with the Contract Documents. However, the furnishing of such resident project representation shall not make ENGINEER responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions or programs, or for Contractor(s) failure to perform the construction work in accordance with the Contract Documents.
- 2) Part-time construction observations services while the project is actively in construction, with a Contract limitation of 200 hours.
- 3) Issuance of weekly construction updates.
- 4) Assistance in coordinating CITY required startup and training with the Contractor and suppliers.
- 5) Agendas and monthly progress meeting minutes.
- 6) Review of Contractor materials and equipment versus what was approved and required in the contract documents.

Task 7 - Operation and Maintenance Manuals

- 1) Review O&M manuals provided by the Contractor for conformance with Contract Documents.

C. Fee and Labor Hour Breakdown

The breakdown of Estimated Engineering Fees by Task is shown in the following Table 1
 – Estimated Engineering Fee by Task.

Table 1 - Estimated Engineering Fee by Task

Task Breakdown for Contract	Fee
1 - Project Management, Initiation, and Design Coordination	\$55,500
2 - Site Assessment and PDR	\$74,300
3 - Design Services	\$343,500
4 - Permitting Services	\$10,500
5 - Bid Phase Services	\$13,700
6a - Construction Phase Services	\$139,500
6b - RPR	\$52,400
7 - O&M Manuals	\$10,900
Total	\$700,300

The breakdown of Labor Hours by level for each task can be found in the following
 Table 2 – Labor Hour Breakdown by Task.

Table 2 - Labor Hour Breakdown by Task

Labor Category	Labor Hours								
	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6a	Task 6b	Task 7	Total
Associate (16)	168	16	8	8	16	138	0	0	354
Associate (15)	0	0	6	0	0	0	0	0	6
Associate (14)	0	14	204	8	4	76	0	16	322
Senior (13)	0	218	564	24	30	290	200	0	1326
Senior (12)	0	48	100	0	0	0	0	0	148
Staff (11)	76	39	597	0	12	104	0	40	868
Staff (10)	0	8	154	8	0	0	0	0	170
Assistant (9)	0	0	70	0	0	0	0	0	70
Assistant (8)	0	0	44	0	0	40	0	0	84
Total	244	343	1747	48	62	648	200	56	3348

D. Schedule

The Chemical Feed System Upgrades schedule is anticipated to be as follows:

- 1) Work shall commence within 7 days of NTP and/or signed Authorization, whichever is later.
- 2) Anticipated site visit and kickoff meeting within 21 days of NTP
- 3) A Draft PDR will be issued within 6 weeks of kickoff meeting
- 4) Submittal of PDR to KDHE for approval within 2 weeks of receipt of CITY's review comments.
- 5) Draft final design documents will be issued to CITY by ENGINEER within 16 weeks of receipt of CITY'S comments on PDR.
- 6) Final design package will be submitted to KDHE by ENGINEER for approval within 4 weeks of receipt of CITY's review comments on the design documents.
- 7) ENGINEER will respond to any KDHE comments within 2 weeks of receipt of comments and submit a revised package, if necessary, to KDHE.
- 8) ENGINEER will provide to OWNER a final bid package to CITY within 1 week upon approval to construct by KDHE.

End of Exhibit A



**DEPARTMENT OF LAW
INTEROFFICE MEMORANDUM**

TO: Karen Sublett, City Clerk
FROM: Jennifer L. Magana, City Attorney & Director of Law
SUBJECT: Report on Claims for January 2016
DATE: February 11, 2016

The following claims were approved by the Law Department during the month of January 2016.

Koehn, Raleigh	\$2,650.00
Mattivi-Kettman, Mary	\$75.00
Pen Fed Realty	\$775.00
Westar Energy, Inc.	\$8,094.01 *

*City Manager Approval

** Settled for lesser amount than claimed

***Settled for more than amount claimed

cc: Robert Layton, City Manager
Shawn Henning, Director of Finance

CITY OF WICHITA, KANSAS

SENIOR MANAGEMENT TRAVEL

Quarter Ended December 31, 2015

EMPLOYEE BY DEPARTMENT	PURPOSE	AMOUNT
CITY MANAGER		
Robert Layton, City Manager	NLC Congress of Cities, Nashville, TN	\$ 1,916.83
Robert Layton, City Manager	2015 Big Ideas, Milwaukee, WI	1,447.51
Scot Rigby, Development Svcs Director	2015 National Business Aviation Convention, Las Vegas, NV	1,226.36
FIRE		
Ron Blackwell, Chief	Kansas State Association of Fire Chief's Annual Conference, Lawrence, KS	124.04
INFORMATION TECHNOLOGY		
Michael Mayta, Director of Information Technology	Symposium 2015, Charlotte, NC	970.04
Michael Mayta, Director of Information Technology	Gartner Symposium IT Expo 2015, Orlando, FL	6,186.56
LAW		
Sharon Dickgrafe, Chief Deputy City Attorney	IMLA 80th Annual Conference, Las Vegas, NV	1,511.72
LIBRARY		
Cynthia Berner, Director of Library	Meeting to discuss Advanced Learning Library, Topeka, KS	149.74
Cynthia Berner, Director of Library	Meet with Activate Wichita teams, Kansas City, MO	227.69

CITY OF WICHITA, KANSAS
SENIOR MANAGEMENT TRAVEL
Quarter Ended December 31, 2015

<u>EMPLOYEE BY DEPARTMENT</u>	<u>PURPOSE</u>	<u>AMOUNT</u>
PUBLIC WORKS & UTILITIES		
Joe Pajor, Deputy Director of Public Works & Utilities	Governor's Conference on the future of water, Manhattan, KS	\$ 113.50
Total fourth quarter travel expense for senior management		\$ 13,873.99
Year-to-date senior management travel expenses		\$ 47,605.83

**City of Wichita
City Council Meeting
March 1, 2016**

TO: Mayor and City Council

SUBJECT: Ice Center Contract Addendum (District IV)

INITIATED BY: Department of Park & Recreation

AGENDA: Consent

Recommendation: Approve the Ice Center contract addendum.

Background: Erected in 1996, the Wichita Ice Center, formerly Ice Sports Wichita, sought to fill the need for an ice rink in the Wichita area. Several individual citizens and groups petitioned the City for such a rink. Since its inception, the facility has been a place for skating lessons, figure skating, hockey (youth and adult), leisure skating, and many other ice-related sports and leisure activities.

Analysis: The facility operator, Genesis Health Clubs Management, desires to place and maintain an improved sign, not to exceed 475 square feet, with a sign height not to exceed the height allowed by PUD 2015-00005. The sign will be located adjacent to Kellogg and approved by the Director of Park and Recreation. The sign shall be constructed and permitted in accordance with the Code of the City of Wichita. Genesis will be responsible for the procurement of all necessary permits and approvals for construction of the sign improvement. The Director of Park and Recreation shall approve the design of the sign prior to its installation.

The addendum provides that Genesis shall be responsible for the maintenance, repairs and necessary utilities for operation of the sign. Utility fees shall be paid for by Genesis from revenues generated from the facility's operations. Genesis will be responsible for all costs of construction and necessary extension of utilities to the proposed site of the sign, and all these costs must be paid in full by Genesis prior to the expiration or termination of the Management Agreement. The operation of the sign shall at all times comply with all ordinances of the City of Wichita in respect to the installation, repair and use.

Financial Considerations: There will be no financial impact to the City.

Legal Considerations: The Law Department has reviewed and approved the contract addendum as to form.

Recommendations/Actions: It is recommended that the City Council accept the addendum and authorize the necessary signatures.

Attachment: Contract addendum

**ADDENDUM TO PROFESSIONAL MANAGEMENT SERVICES AND
FITNESS CENTER DEVELOPMENT AGREEMENT BETWEEN THE
CITY OF WICHITA AND GENESIS HEALTH CLUBS MANAGEMENT,
LLC**

This "Addendum" is attached to and forms part of the Professional Management Services and Fitness Center Development Agreement by and between the City of Wichita, a Kansas municipal corporation (the "City"), and Genesis Health Clubs Management, LLC, a Kansas limited liability company ("Genesis"), entered into between the parties on January 20, 2012 (the "Management Agreement").

WHEREAS, the City is the owner of the Wichita Ice Center, located at 505 W. Maple St. in Wichita, Kansas (the "Facility");

WHEREAS, Genesis is the operator of the Facility and desires to place and maintain a "Sign Improvement" (hereafter defined) upon the Facility; and

WHEREAS, the City agrees that Genesis may place and maintain the Sign Improvement upon the Facility subject to the terms and conditions contained in this Addendum.

NOW, THEREFORE, in consideration of the mutual promises, terms, and conditions contained in this Addendum, the parties hereby agree as follows:

1. For the purposes of this Addendum, "Sign Improvement" is defined as one sign, not to exceed 475 square feet with a sign height not to exceed the height allowed by PUD 2015-00005 and located adjacent to Kellogg as approved by the Director of Parks and Recreation.
2. The Sign Improvement shall be constructed and permitted in accordance with the Code of the City of Wichita. Genesis will be responsible for the procurement of all

necessary permits and approvals for construction of the Sign Improvement. The Director of Parks and Recreation shall approve the design of the Sign Improvement prior to its installation.

3. It is understood between the parties that Genesis shall be responsible for the maintenance, repairs and necessary utilities for operation of the Sign Improvement. Utility fees shall be paid for by Genesis from revenues generated from the Facility's operations. Genesis will be responsible for all costs of construction and necessary extension of utilities to the proposed site of the Sign Improvement, and all such costs must be paid in full by Genesis prior to the expiration or termination of the Management Agreement. The operation of the Sign Improvement shall at all times comply with all ordinances of the City of Wichita with respect to the installation, repair and use of the Sign Improvement.
4. All advertising on the Sign Improvement shall be limited to activities, products or services provided by or offered for purchase from Genesis or the City of Wichita at the Facility.
5. Any revenue generated by the sale of advertising on the Sign Improvement shall constitute income of Genesis under the Management Agreement to which the City is entitled to compensation in accordance with the terms and conditions of the Management Agreement (Section One, ¶ 3 of Management Agreement).
6. Genesis and its successors and assigns shall indemnify, defend, protect and hold the City, its officers, employees and agents free and harmless from and against any and all claims, actions, causes of action, liabilities, damages, losses or death or injury to

any person or property whatsoever, arising out of or resulting from, either directly or indirectly, the installation of the Sign Improvement by Genesis or its agents.

7. Upon termination of the Management Agreement, in consideration of the City's granting of the right to place the sign improvement on its property, the Sign Improvement shall become the property of the City. At such time, any advertising on the Sign Improvement referencing Genesis shall be removed. If said removal causes any damage to the Sign Improvement, all damage shall be repaired by Genesis.
8. If the Management Agreement is terminated prior to the end of the initial term as defined in Section 2 of the Management Agreement and said termination is the result of unilateral action taken by the City and not the result of a default by Genesis, Genesis shall be owed the unamortized cost of the Sign Improvement. This amount shall be calculated by (1) dividing the cost of the Sign Improvement, as agreed to by the parties after installation of the Sign Improvement, by the number of months remaining under the term of the Management Agreement as of the date the Sign Improvement installation is completed, and (2) multiplying the quotient by the number of months remaining in the term of the Management Agreement when terminated. Said amount owed shall be paid to Genesis within 45 days of the termination of the Management Agreement.
9. To the extent that any term or condition contained in this Addendum may contradict or conflict with any of the term or condition of the Management Agreement, this Addendum shall take precedence and supersede the Management Agreement.
10. This Addendum shall be governed by and construed in accordance with the laws of the State of Kansas. If any provision of this Addendum is held invalid, the remainder

of this Addendum shall not be affected. In such instance, the remainder shall then continue to conform to the terms and requirements of applicable law.

11. This Addendum may not be assigned or transferred by Genesis in whole or in part without the prior written consent of the City.

12. This Addendum shall expire upon the termination of the Management Agreement.

CITY OF WICHITA

**GENESIS HEALTH CLUBS
MANAGEMENT, LLC**

By _____
Jeff Longwell, Mayor Date

By Rodney Steven II 1/20/16
Rodney Steven II Date

ATTEST:

Karen Sublett, City Clerk

Date

Approved as to Form:

Jennifer Magana
Jennifer Magana
City Attorney and Director of Law

2-1-16
Date

City of Wichita
City Council Meeting
March 1, 2016

TO: Mayor and City Council

SUBJECT: Maureen Connolly Brinker (MCB) Tennis Foundation Grant
(Districts I, III, and VI)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Authorize staff to apply and accept a grant from the Maureen Connolly Brinker (MCB) Tennis Foundation.

Background: As part of the City of Wichita Riverside Tennis Center's effort to expand tennis instruction to the children of Wichita, the City of Wichita Riverside Tennis Center through the Wichita Park and Recreation Department has applied for the Maureen Connolly Brinker Tennis Foundation Grant. The City of Wichita Park and Recreation Department offers Summer Activity Camps at many of its Recreation Centers. At Colvin, Evergreen, and Lynette Woodard Centers, tennis is also part of the week's curriculum. The tennis portion is guided by Riverside Tennis Center instructors along with the help of some volunteers.

Analysis: This year, the City of Wichita Riverside Tennis Center applied for the MCB Grant again to provide children of the Summer Activity Camps with tennis instruction who may otherwise not get the opportunity to take a tennis lesson. This grant is for a total up to \$1,800 that will pay for the Tennis Instructor's wages needed to run this program in its entirety from June 2016 until its completion in July 2016.

Additionally, the MCB Grant will provide for the purchase of new tennis equipment for three Summer Activity Camps at Plainview Activity Camp at Colvin Elementary School, Evergreen Recreational Facility and Lynette Woodward Recreational Facility. The equipment is to be used solely at the three above mentioned facilities as needed to run the Summer Activity Camp Programs. The Equipment Purchase Grant is for up to \$1,160.

The total for this tennis grants is \$2,960. No need for matching funds or additional resources.

Financial Considerations: The grant will pay for Tennis Instructor wages and purchase of new equipment.

Legal Considerations: The Law Department has reviewed and approved the grant application as to form.

Recommendation/Action: It is recommended that the City Council authorize staff to apply and accept the grant from Maureen Connolly Brinker Tennis Foundation and authorize the necessary signatures.

Attachment: Grant Approval Letter.



Maureen Connolly Brinker
TENNIS FOUNDATION OF KANSAS, INC.

January 15, 2016

City of Wichita
Riverside Tennis Center
ATTN: Jeff Clark
551 Nims Street
Wichita, Ks 67203

Dear Jeff,

This letter is to inform you that Maureen Connolly Brinker Tennis Foundation of Kansas approved the funds you have requested for 2016. Listed below, you will find a recap of how we understand the funds will be used.

Summer Activity Camps for Kids: This program provides tennis instruction for the participants of the Wichita Park Department's Summer Activity Camps. The funding for these Camps is to be used solely for Riverside Pro Staff instructor fees/wages/salaries/overtime needed to run this program in its entirety from June 2016 until completion in July 2016. The Grant is not to exceed the approved amount. The grant was approved for a total of up to \$1,800.

New Tennis Equipment Purchase: This Equipment Purchase is to provide new tennis equipment for the 3 (three) Summer Activity Camps at (1) Plainview Activity Camp at Colvin Elementary School, (2) Evergreen Recreational Facility and (3) Lynette Woodard Recreational Facility, pursuant to the Prince Order Confirmation dated December 14, 2015. Said Equipment is to be used solely at the 3 above mentioned facilities as needed to run the Summer Activity Camp Program. The Equipment Purchase Grant was approved for a total of up to \$1,160, and is not to exceed the approved amount.

Our organization also request that Riverside bills the actual cost in order for our finance committee to properly and efficiently disburse the payment. We also do not allow for administrative fees to be assessed to our grants and/or donations.

Please feel free to contact me at 316-841-0421 with any questions.

Sincerely,

Sangeeta Khicha, Chair
MCB Kansas

✓cc: Sara Rasmussen

attachment: Prince Order Confirmation dated December 14, 2015



ORDER CONFIRMATION

Page: 1/1

Customer P.O.: SeasonalClubPrgm	Order Date: 14 Dec 15	Required Date: 14 Dec 15	Order No.: 15557090
Sales Rep: CRAIG GANSEN	Ship Via: BEST WAY	Terms: CREDIT CARD	Total Pcs: 100

Bill-To: CRAIG GANSEN - CC ACCT
10475 S. MILLBROOK LANE
OLATHE KS 66061

Ship-To: Ralph Wulz Tennis Center
Attn: Jeff Clark
551 N. Nims
Wichita KS 66061

Product	Description	Var	Qty	Price	Total
7T29M305	Tour 19	0	42	10.00	420.00
7T29M305	Tour 19	0	8	0.00	0.00
7T29K305	Tour 23	0	34	10.00	340.00
7T29K305	Tour 23	0	6	0.00	0.00
7G335000	P&S Stage 2 Dot 72B Pack	080	5	60.00	300.00
7G338000	P&S Stage 2 Dot 12B Pack	080	2	11.99	23.98
7G319000	Tennis Ball Hopper 70B	080	3	25.00	75.00

ORDER TOTAL**\$1158.98**

All Values in US Dollars

**City of Wichita
City Council Meeting
March 1, 2016**

TO: Mayor and City Council

SUBJECT: Notice of Intent to Use Debt Financing
Landside Paving Improvements
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Consent

Recommendation: Adopt the Resolution.

Background: The Airport Authority relies on the City of Wichita for the issuance of general obligation bonds and/or notes for capital projects. In order to use debt financing for a project, it is necessary to declare the intent to utilize general obligation bond funding for expenditures made on or after the date which is 60 days before the notice of said intent. The actual issuance of the bonds/notes will require a separate authorization from the City Council. Debt financing can be in the form of temporary notes for durations as short as six months for timing considerations or in the form of general obligation bonds for long term financing.

Analysis: In a concurrent agenda item, the City Council, sitting as the Wichita Airport Authority, is requested to approve a capital budget for landside paving improvements on Eisenhower Airport. To correspond with that action, this Resolution reflects the estimated project cost to be financed through the issuance of general obligation debt.

Financial Considerations: The project budget approved is \$2,720,000 (exclusive of interest on financing and administrative and financing costs) which will be financed with the proceeds of general obligation bonds/notes. If the debt is issued, the source of repayment for the bonds/notes will be Airport revenues.

Legal Considerations: The Law Department has approved the Resolution as to form.

Recommendation/Action: It is recommended that the City Council adopt the Resolution and authorize the necessary signatures.

Attachment: Resolution.

RESOLUTION NO. 16-047

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF IMPROVEMENTS TO CITY AIRPORT FACILITIES.

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council (the “Governing Body”) of the City has heretofore, pursuant to K.S.A. 3-162, created the Wichita Airport Authority (the “Authority”); and

WHEREAS, the Governing Body is authorized, pursuant to K.S.A. 13-1348a, as amended by Charter Ordinance No. 78 of the City (collectively, the “Act”) to issue general obligation bonds of the City without an election for the purpose of purchasing land for airport purposes or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to said land used for airport purposes; and

WHEREAS, the outstanding principal amount of general obligation bonds issued pursuant to the Act shall not: (a) exceed three percent (3%) of the assessed value of all taxable tangible property within the City, and (b) be subject to or within the limitations prescribed by any other law limiting the amount of indebtedness of the City; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

Landside Paving Improvements

for use by the Authority at the Wichita Dwight D. Eisenhower National Airport (the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of \$2,720,000 in accordance with specifications prepared or approved by the Authority.

Section 2. Project Financing. All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be payable by the Authority and financed with the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on March 1, 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, Director of Law

City of Wichita
City Council Meeting
March 1, 2016

TO: Mayor and City Council

SUBJECT: Sidewalk Repair Assessment Program (Districts I, II, III and VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the assessments and place the ordinance on first reading.

Background: State law and City policy provide that sidewalk maintenance is the responsibility of abutting property owners. When sidewalk trip hazards are identified, property owners are required to repair the sidewalk as appropriate. Sidewalk repairs must be completed by a licensed contractor or the City's contractor. Property owners utilizing the City's contractor have the opportunity to spread the repair cost over a five-year period as a special assessment.

Sidewalks are condemned in all districts and listed in a logical order for the contractor to repair. The attached lists include sidewalk repairs to be completed in all districts.

Analysis: An ordinance has been prepared establishing authority to use special assessment funding for the repaired sidewalks.

Financial Considerations: Statements of Charges will be mailed to the property owners on March 18, 2016. Assessments paid within 30 days of the statement date are not charged interest. If unpaid, the principal and interest will be spread over a five-year period and placed on the 2016 tax roll, for payments beginning in 2016.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the proposed assessments and place the ordinance on first reading.

Attachments: Property lists for special assessments and ordinance.

<u>PIN #</u>	<u>Geo Code #</u>	<u>Property Address</u>	<u>Total Cost</u>	<u>District</u>
00135165	C 003270001	301 N Spruce St	\$250.00	1
00135276	C 0037500UP	Vacant Lot	\$2,356.55	2
00137480	C 01706	335 N Lorraine Ave	\$301.75	1
00137481	C 01707	331 N Lorraine Ave	\$195.00	1
00137483	C 01709	321 N Lorraine Ave	\$182.50	1
00137485	C 01711	317 N Lorraine Ave	\$497.50	1
00137486	C 01712	315 N Lorraine Ave	\$396.25	1
00137488	C 017130001	3110 E 3rd St N	\$507.40	1
00137500	C 01724	358 N Lorraine Ave	\$546.10	1
00137501	C 01725	350 N Lorraine Ave	\$499.00	1
00137515	C 01738	357 N Hillside Ave	\$522.25	1
00137552	C 01774	311 N Lorraine Ave	\$126.25	1
00137553	C 01775	3028 E 2nd St N	\$33.75	1
00140122	C 03970	251 N Bluff Ave	\$206.80	1
00140123	C 03971	3833 E 2nd St N	\$764.20	1
00140125	C 03973	260 N Quentin Ave	\$359.80	1
00140252	C 04080	3502 E 2nd St N	\$160.00	1
00141218	C 04949	345 N Belmont Ave	\$558.70	1
00150939	C 06578	406 S Holyoke Ave	\$291.40	1
00150940	C 06579	404 S Holyoke Ave	\$970.20	1
00150941	C 06580	402 S Holyoke Ave	\$619.00	1
00150951	C 06590	415 S Holyoke Ave	\$190.60	1
00150952	C 06591	405 S Holyoke Ave	\$498.40	1
00150953	C 06592	401 S Holyoke Ave	\$872.80	1
00151594	C 070630001	4347 E Douglas Ave	\$290.50	1
00151600	C 07068	125 S Crestway St	\$855.25	1
00151602	C 07070	141 S Crestway St	\$202.50	1
00151603	C 07071	145 S Crestway St	\$839.50	1
00151604	C 07072	149 S Crestway St	\$409.75	1
00151608	C 07076	4348 E English St	\$281.50	1
00151863	C 07303	707 S Crestway Ave	\$142.00	3
00151864	C 073030001	711 S Crestway Ave	\$354.40	3
00151865	C 07304	715 S Crestway Ave	\$456.00	3
00151866	C 07305	721 S Crestway Ave	\$216.00	3
00151867	C 07306	727 S Crestway Ave	\$36.00	3
00151868	C 07307	733 S Crestway Ave	\$476.80	3
00151869	C 073080001	739 S Crestway Ave	\$311.20	3
00151871	C 073090001	743 S Crestway Ave	\$142.00	3
00151872	C 07310	749 S Crestway Ave	\$525.40	3
00151873	C 073110001	755 S Crestway Ave	\$424.60	3
00152402	C 07784	403 N Fountain Ave	\$178.00	1
00152403	C 07785	417 N Fountain Ave	\$187.00	1
00152405	C 07786	423 N Fountain Ave	\$288.25	1
00152406	C 07787	431 N Fountain Ave	\$182.50	1
00152407	C 07788	437 N Fountain Ave	\$389.50	1
00152410	C 07791	457 N Fountain Ave	\$178.00	1

00152416	C 07797	428 N Fountain Ave	\$182.50	1
00152417	C 07798	432 N Fountain Ave	\$259.00	1
00152421	C 07802	4105 E Central Ave	\$189.25	1
00152441	C 07823	3900 E 1st St N	\$459.25	1
00152442	C 07824	3908 E 1st St N	\$716.65	1
00152841	C 08218	3850 E 2nd St N	\$125.80	1
00152842	C 08219	3844 E 2nd St N	\$156.40	1
00152843	C 08220	3838 E 2nd St N	\$137.50	1
00154160	C 09479	4407 E Douglas Ave	\$763.00	1
00154161	C 094790001	102 S Crestway St	\$610.00	1
00154780	C 10036	170 S Crestway St	\$37.80	1
00154782	C 100370001	174 S Crestway St	\$250.00	1
00157933	C 12293	702 S Crestway Ave	\$430.00	3
00157934	C 122930001	706 S Crestway Ave	\$154.60	3
00157935	C 12294	712 S Crestway Ave	\$568.60	3
00157936	C 122940001	716 S Crestway Ave	\$196.00	3
00157937	C 122940002	722 S Crestway Ave	\$215.80	3
00157940	C 12295	736 S Crestway Ave	\$151.00	3
00157942	C 1229500B1	754 S Crestway Ave	\$215.80	3
00157943	C 12295000A	742 S Crestway Ave	\$205.00	3
00157945	C 12295001A	758 S Crestway Ave	\$143.80	3
00163327	C 17556	5312 E Mount Vernon Rd	\$502.00	3
00163328	C 17557	5318 E Mount Vernon Rd	\$142.00	3
00163487	C 17704	914 S Edgemoor Ave	\$214.00	3
00163488	C 17705	918 S Edgemoor Ave	\$138.40	3
00163489	C 17706	924 S Edgemoor Ave	\$143.80	3
00163490	C 17707	928 S Edgemoor Ave	\$354.40	3
00163492	C 17709	938 S Edgemoor Ave	\$535.40	3
00163493	C 17710	944 S Edgemoor Ave	\$379.60	3
00163494	C 17711	948 S Edgemoor Ave	\$628.00	3
00163495	C 17712	952 S Edgemoor Ave	\$518.20	3
00163496	C 17713	958 S Edgemoor Ave	\$642.40	3
00163542	C 17760	1002 S Edgemoor Ave	\$496.60	3
00163543	C 17761	1008 S Edgemoor Ave	\$142.00	3
00163544	C 17762	1014 S Edgemoor Ave	\$450.00	3
00163546	C 17764	1024 S Edgemoor Ave	\$230.20	3
00163548	C 17766	1036 S Edgemoor Ave	\$361.60	3
00163549	C 17767	1040 S Edgemoor Ave	\$660.40	3
00163550	C 17768	1046 S Edgemoor Ave	\$343.60	3
00163677	C 17895	1102 S Edgemoor Ave	\$142.00	3
00163678	C 17896	1108 S Edgemoor Ave	\$219.40	3
00163682	C 17900	1132 S Edgemoor Ave	\$376.00	3
00163683	C 17901	1138 S Edgemoor Ave	\$223.00	3
00163684	C 179010001	1144 S Edgemoor Ave	\$235.60	3
00163686	C 17903	1156 S Edgemoor Ave	\$286.00	3
00163735	C 17973	651 S Lightner Dr.	\$179.80	3
00163736	C 17974	647 S Lightner Dr.	\$179.80	3
00163737	C 17975	641 S Lightner Dr.	\$206.80	3

00163738	C 17976	637 S Lightner Dr.	\$252.00	3
00163739	C 17977	631 S Lightner Dr.	\$215.80	3
00163741	C 17979	621 S Lightner Dr.	\$208.60	3
00163742	C 17980	617 S Lightner Dr.	\$143.80	3
00163744	C 17982	607 S Lightner Dr.	\$148.60	3
00164155	C 18454	753 S Barlow St	\$281.60	2
00164156	C 18455	749 S Barlow St	\$225.60	2
00164158	C 18457	737 S Barlow St	\$471.80	2
00164160	C 18459	725 S Barlow St	\$301.60	2
00164162	C 18461	715 S Barlow St	\$305.20	2
00164163	C 18462	709 S Barlow St	\$229.60	2
00164164	C 18463	703 S Barlow St	\$299.00	2
00164167	C 18466	716 S Barlow St	\$217.60	2
00164172	C 18471	744 S Barlow St	\$300.40	2
00164555	C 18855	2045 S Old Manor Rd	\$217.60	3
00164558	C 18858	2031 S Old Manor Rd	\$251.80	3
00164559	C 18859	2025 S Old Manor Rd	\$217.60	3
00164564	C 18864	2002 S Old Manor Rd	\$289.60	3
00164566	C 18866	2016 S Old Manor Rd	\$145.60	3
00164567	C 18867	2022 S Old Manor Rd	\$287.80	3
00164569	C 18869	2036 S Old Manor Rd	\$604.60	3
00164571	C 18871	2048 S Old Manor Rd	\$124.00	3
00164572	C 18872	2054 S Old Manor Rd	\$250.00	3
00165100	C 19436	1202 S Edgemoor Ave	\$295.00	3
00165102	C 19438	1214 S Edgemoor Ave	\$412.00	3
00165103	C 19439	1220 S Edgemoor Ave	\$192.40	3
00165105	C 19441	1232 S Edgemoor Ave	\$609.20	3
00165106	C 19442	1238 S Edgemoor Ave	\$146.00	3
00165107	C 19443	1244 S Edgemoor Ave	\$698.40	3
00166714	C 21330	604 S Lightner Dr.	\$363.80	3
00166715	C 21331	610 S Lightner Dr.	\$607.60	3
00166716	C 21332	616 S Lightner Dr.	\$422.80	3
00166717	C 21333	622 S Lightner Dr.	\$460.80	3
00166718	C 21334	628 S Lightner Dr.	\$565.60	3
00166719	C 21335	634 S Lightner Dr.	\$172.00	3
00166720	C 21336	640 S Lightner Dr.	\$515.60	3
00166721	C 21337	646 S Lightner Dr.	\$452.80	3
00166722	C 21338	652 S Lightner Dr.	\$529.60	3
00166723	C 21339	658 S Lightner Dr.	\$794.20	3
00166724	C 21340	664 S Lightner Dr.	\$278.10	3
00166725	C 21341	670 S Lightner Dr.	\$142.00	3
00166726	C 21342	676 S Lightner Dr.	\$164.60	3
00166727	C 21343	680 S Lightner Dr.	\$323.80	3
00166728	C 21344	686 S Lightner Dr.	\$819.20	3
00176957	C 31717	Vacant Lot	\$721.60	1
00176988	C 31747	2004 N Old Manor St	\$215.80	1
00176989	C 317470001	2012 N Old Manor St	\$147.40	1
00183866	C 38603	327 N Hillside Ave	\$160.00	1

00183867	C 38604	338 N Lorraine Ave 101	\$295.00	1
00184950	C 39402	2021 N Old Manor St 1001	\$200.50	1
00185021	C 39467	2451 N Charlotte St	\$138.40	1
00185022	C 39468	2439 N Charlotte St	\$129.40	1
00185023	C 394680001	2445 N Charlotte St	\$345.40	1
00185025	C 39470	2431 N Charlotte St	\$298.60	1
00185027	C 394710001	2415 N Charlotte St	\$246.00	1
00185028	C 39472	2409 N Charlotte St	\$208.60	1
00185030	C 39474	6003 E Croyden St	\$142.00	1
00185031	C 39475	6009 E Croyden St	\$143.80	1
00185034	C 39478	6029 E Croyden St	\$217.60	1
00185036	C 39480	6109 E Croyden Cir	\$210.40	1
00185038	C 39481	6115 E Croyden Cir	\$573.40	1
00185039	C 39482	6121 E Croyden Cir	\$261.25	1
00185040	C 39483	6129 E Croyden Cir	\$142.00	1
00185041	C 39484	6120 E Croyden Cir	\$226.60	1
00185042	C 39485	6114 E Croyden Cir	\$215.80	1
00185043	C 39486	2414 N Farmstead St	\$298.60	1
00185044	C 39487	2422 N Farmstead St	\$431.80	1
00185045	C 39488	2430 N Farmstead St	\$275.20	1
00185046	C 39489	6105 E Mainsgate St	\$212.20	1
00185048	C 39491	2442 N Charlotte Ct	\$313.00	1
00185049	C 39492	2438 N Charlotte Ct	\$241.00	1
00185052	C 39495	2426 N Charlotte Ct	\$345.40	1
00185053	C 39496	2420 N Charlotte Ct	\$444.40	1
00185054	C-39497	6002 E Croyden St	\$295.00	1
00185059	C 39500	2405 N Farmstead St	\$212.20	1
00185060	C 39501	2413 N Farmstead St	\$212.20	1
00185062	C 39503	2431 N Farmstead St	\$318.40	1
00185063	C 395030001	2433 N Farmstead St	\$232.00	1
00185064	C 39504	6029 E Mainsgate St	\$194.20	1
00185644	C 399310001	5237 E 20th St N	\$431.80	1
00189160	C 42886	1951 S Cypress St	\$250.00	2
00189161	C 42887	1945 S Cypress St	\$160.00	2
00189163	C 42889	1923 S Cypress St	\$156.40	2
00189169	C 42895	1912 S Cypress St	\$334.60	2
00189170	C 42896	1922 S Cypress St	\$359.80	2
00189171	C 42897	1930 S Cypress St	\$442.60	2
00189174	C 42900	1950 S Cypress St	\$258.20	2
00191705	C 44834	3952 N Bayberry Cir	\$655.00	6
00191708	C 44837	6723 E 39th St N	\$619.00	6
00191709	C 44838	4006 N Cranberry St	\$208.60	6
00191710	C 44839	4010 N Cranberry St	\$372.40	6
00196763	C 49516	5505 E Kellogg St	\$182.50	3
00446827	C 51818	11500 E 21st St N	\$753.20	2
00446828	C 51819	Vacant Lot	\$5,854.75	2
00470333	C 518170001	11330 E 21st St N	\$922.10	2
00471443	C 395010001	2415 N Farmstead St	\$221.20	1

00493184	C 317450001	2024 N Old Manor St	\$161.80	1
00518740	C 395020001	2425 N Farmstead St	\$563.20	1
00593250	C 63909	11310 E 21st St N	<u>\$974.50</u>	2
		Total	\$72,473.70	

Published in the Wichita Eagle on **March 18, 2016**

ORDINANCE NO. 50-157

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE IMPROVEMENT OF AND PROVIDING A TAX LEVY FOR THE COST OF CONSTRUCTION OF **SIDEWALKS** IN THE CITY OF WICHITA, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

Legal of Parcel in Benefit District	Assessment
PT LOTS 22-24 BEG 32 FT E NW COR LOT 22 E 20 FT S 36 FT SELY 11.15 FT TO PT 4 FT N & 77 FT W SE COR LOT 22 E 77 FT S TO N LI 2ND. ST. W 87 FT N TO PT 46 FT S OF N LI LOT 22 W 15 FT N 46 FT TO BEG BUSCH'S SUB	250.00
NW1/4 EXC N 40 FT FOR RD SEC 17-27-2E	2356.55
LOTS 41-43 MOSER NOW LORRAINE AVE. MAPLE GROVE ADD.	301.75
LOTS 45-47 MOSER NOW LORRAINE MAPLE GROVE ADD.	195.00
LOTS 53-55 MOSER NOW LORRAINE AVE. MAPLE GROVE ADD.	182.50
LOTS 61-63 MOSER NOW LORRAINE AVE. MAPLE GROVE ADD.	497.50
LOTS 65-67 MOSER NOW LORRAINE MAPLE GROVE ADD.	396.25
RES A SE OF DITCH MAPLE GROVE ADD.	507.40
LOTS 32-34 MOSER NOW LORRAINE AVE. MAPLE GROVE ADD.	546.10
LOTS 36-38 MOSER NOW LORRAINE AVE. MAPLE GROVE ADD.	499.00
LOT 31 & N 23 FT LOT 33 EXC E 20 FT FOR ST HILLSIDE AVE. MAPLE GROVE ADD.	522.25
N 45 FT LOTS 94-96-98-100 SECOND ST. MAPLE GROVE ADD.	126.25
S 105 FT LOTS 98-100 SECOND ST. MAPLE GROVE ADD.	33.75
N 72 1/2 FT LOTS 1-2-3-4 & N 72 1/2 FT E 12 FT LOT 5 BORT ADDITION	206.80
W 13 FT LOT 5 ALL LOTS 6-7 BORT ADD.	764.20
N 75 FT LOTS 8-9-10-11 BORT ADD.	359.80
LOTS 1-2 ROEMBACHS 2ND. ADD.	160.00
ODD LOTS 49 TO 59 INC BELMONT AVE. HAGNY'S REPLAT	558.70
LOTS 38-40 CARRIE NOW HOLYOKE AVE HILLSIDE SUB IN GRAND VIEW ADD.	291.40
LOTS 42-44 CARRIE NOW HOLYOKE AVE HILLSIDE SUB IN GRAND VIEW ADD.	970.20
LOTS 46-48 CARRIE NOW HOLYOKE AVE HILLSIDE SUB IN GRAND VIEW ADD.	619.00
LOTS 37-39 CARRIE NOW HOLYOKE HILLSIDE SUB. IN GRAND VIEW ADD.	190.60
LOTS 41-43 CARRIE NOW HOLYOKE AVE HILLSIDE SUB IN GRAND VIEW ADD.	498.40
LOTS 45-47 CARRIE NOW HOLYOKE HILLSIDE SUB IN GRAND VIEW ADD.	872.80
LOTS 18-19-20 BLOCK 1 MERRIMAN PARK PLACE ADD.	290.50
LOTS 31 THRU 40 INC. BLOCK 1 MERRIMAN PARK PLACE ADD.	855.25

LOTS 41-42-43-44 BLOCK 1 MERRIMAN PARK PLACE ADD.	202.50
LOTS 45-46-47-48 BLOCK 1 MERRIMAN PARK PLACE ADD.	839.50
LOTS 49-50 BLOCK 1 MERRIMAN PARK PLACE	409.75
S 100 FT LOTS 57-58-59-60 BLOCK 1 MERRIMAN PARK PLACE ADD.	281.50
LOT 28 FAIRFAX ADD.	142.00
LOTS 29-30 FAIRFAX ADD.	354.40
LOTS 31-32 FAIRFAX ADD.	456.00
LOTS 33-34 FAIRFAX ADD.	216.00
LOTS 35-36 FAIRFAX ADD.	36.00
LOTS 37-38 & N 8 FT LOT 39 FAIRFAX ADD.	476.80
S 17 FT LOT 39-ALL LOT 40 & N 16 FT LOT 41 FAIRFAX ADDITION	311.20
S 9 FT LOT 41 ALL LOTS 42-43 FAIRFAX ADD	142.00
LOTS 44-45 & N 1/2 LOT 46 FAIRFAX ADD.	525.40
S 1/2 LOT 46-ALL LOTS 47-48 FAIRFAX ADD.	424.60
LOTS 2-4-6 SMALL'S 2ND. ADD.	178.00
LOT 8 & S 1 FT LOT 10 SMALL'S 2ND. ADD.	187.00
N 49 FT LOT 10 & S 12 1/2 FT LOT 12 SMALL'S 2ND. ADD.	288.25
N 37 1/2 FT LOT 12 & S 25 FT LOT 14 SMALL'S 2ND ADD.	182.50
N 25 FT LOT 14 & S 37 1/2 FT LOT 16 SMALL'S 2ND. ADD.	389.50
N 27 1/2 FT LOT 22-ALL LOT 24 SMALL'S 2ND. ADDITION	178.00
LOT 35 SMALL'S 2ND. ADD.	182.50
LOT 37 SMALL'S 2ND. ADD.	259.00
LOTS 45-47 SMALL'S 2ND. ADD.	189.25
LOT 7 EXC W 8 FT FOR ST EIKENBERRY'S ADD.	459.25

SECTION 2. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

Legal of Parcel in Benefit District	Assessment
LOT 8 EIKENBERRY'S ADD.	716.65
LOT 2 REPLAT BLOCK 2 BROOKLYN HEIGHTS ADD.	125.80
LOT 3 REPLAT BLOCK 2 BROOKLYN HEIGHTS ADD.	156.40
LOT 4 REPLAT BLOCK 2 BROOKLYN HEIGHTS ADD.	137.50
LOT 1 EXC E 150 FT & EXC N 10 FT DED FOR ST & N 11.5 FT LOT 3 EXC E 150 FT BLOCK A HIGHLAND PARK ADD. EXEMPT 5132-0	763.00
LOT 3 EXC N 11.5 FT BLOCK A HIGHLAND PARK ADD. EXEMPT 5132-0	610.00
LOT 14 EXC E 17.84 FT BLOCK 1 LINCOLN HEIGHTS ADD.	37.80
LOT 15 BLOCK 1 LINCOLN HEIGHTS ADD.	250.00
LOTS 50-52 EAST NOW CRESTWAY AVE. BLUE GRASS SUB.	430.00
LOTS 54-56 EAST NOW CRESTWAY AVE. BLUE GRASS SUB.	154.60
LOTS 58-60 EAST NOW CRESTWAY BLUE GRASS SUB.	568.60
LOTS 62-64 EAST ST. NOW CRESTWAY BLUE GRASS SUB.	196.00
LOTS 66-68 EAST NOW CRESTWAY BLUE GRASS SUB.	215.80
LOTS 78-80 EAST NOW CRESTWAY AVE. BLUE GRASS SUB.	151.00
LOT 90 CRESTWAY AVE. BLUE GRASS SUB.	215.80
LOTS 82-84 EAST NOW CRESTWAY AVE. BLUE GRASS SUB.	205.00
LOTS 94-96 CRESTWAY AVE. BLUE GRASS SUB.	143.80
LOT 22 BLOCK 5 BUILDERS 3RD. ADD.	502.00
LOT 23 BLOCK 5 BUILDERS 3RD. ADD.	142.00
LOT 3 BLOCK 1 PURCELL'S 5TH. ADD.	214.00
LOT 4 BLOCK 1 PURCELL'S 5TH. ADD.	138.40
LOT 5 BLOCK 1 PURCELL'S 5TH. ADD.	143.80

LOT 6 BLOCK 1 PURCELL'S 5TH. ADD.	354.40
LOT 8 BLOCK 1 PURCELL'S 5TH. ADD.	535.40
LOT 9 BLOCK 1 PURCELL'S 5TH. ADD.	379.60
LOT 10 BLOCK 1 PURCELL'S 5TH. ADD.	628.00
LOT 11 BLOCK 1 PURCELL'S 5TH. ADD.	518.20
LOT 12 BLOCK 1 PURCELL'S 5TH. ADD.	642.40
LOT 1 BLOCK 1 PURCELL'S 6TH. ADD.	496.60
LOT 2 BLOCK 1 PURCELL'S 6TH. ADD.	142.00
LOT 3 BLOCK 1 PURCELL'S 6TH. ADD.	450.00
LOT 5 BLOCK 1 PURCELL'S 6TH. ADD.	230.20
LOT 7 BLOCK 1 PURCELL'S 6TH. ADD.	361.60
LOT 8 BLOCK 1 PURCELL'S 6TH. ADD.	660.40
LOT 9 BLOCK 1 PURCELL'S 6TH. ADD.	343.60
LOT 1 BLOCK 7 PURCELL'S 6TH. ADD.	142.00
LOT 2 BLOCK 7 PURCELL'S 6TH. ADD.	219.40
LOT 6 BLOCK 7 PURCELL'S 6TH. ADD.	376.00
LOT 7 BLOCK 7 PURCELL'S 6TH. ADD.	223.00
LOT 8 BLOCK 7 PURCELL'S 6TH. ADD.	235.60
LOT 10 BLOCK 7 PURCELL'S 6TH. ADD.	286.00
LOT 12 BLOCK A LIGHTNER PARK ADD.	179.80
LOT 13 BLOCK A LIGHTNER PARK ADD.	179.80
LOT 14 BLOCK A LIGHTNER PARK ADD.	206.80
LOT 15 BLOCK A LIGHTNER PARK ADD.	252.00
LOT 16 BLOCK A LIGHTNER PARK ADD.	215.80
LOT 18 BLOCK A LIGHTNER PARK ADD.	208.60
LOT 19 BLOCK A LIGHTNER PARK ADD.	143.80
LOT 21 BLOCK A LIGHTNER PARK ADD.	148.60
LOT 29 BLOCK 12 EASTRIDGE ADD. REPLAT	281.60

SECTION 3. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

Legal of Parcel in Benefit District	Assessment
LOT 30 BLOCK 12 EASTRIDGE ADD. REPLAT	225.60
LOT 32 BLOCK 12 EASTRIDGE ADD. REPLAT	471.80
LOT 34 BLOCK 12 EASTRIDGE ADD. REPLAT	301.60
LOT 36 BLOCK 12 EASTRIDGE ADD. REPLAT	305.20
LOT 37 BLOCK 12 EASTRIDGE ADD. REPLAT	229.60
LOT 38 BLOCK 12 EASTRIDGE ADD. REPLAT	299.00
LOT 3 BLOCK 13 EASTRIDGE ADD. REPLAT	217.60
LOT 8 BLOCK 13 EASTRIDGE ADD. REPLAT	300.40
LOT 10 EXC SW 5 FT BLOCK 4 EDGEWOOD ADD.	217.60
LOT 13 BLOCK 4 EDGEWOOD ADD.	251.80
LOT 14 BLOCK 4 EDGEWOOD ADD.	217.60
LOT 1 BLOCK 5 EDGEWOOD ADD.	289.60
LOT 3 BLOCK 5 EDGEWOOD ADD.	145.60
LOT 4 BLOCK 5 EDGEWOOD ADD.	287.80
LOT 6 BLOCK 5 EDGEWOOD ADD.	604.60
LOT 8 BLOCK 5 EDGEWOOD ADD.	124.00
LOT 9 BLOCK 5 EDGEWOOD ADD.	250.00
LOT 1 REPLAT OF BLOCK 8 PURCELL'S 6TH. ADD.	295.00
LOT 3 REPLAT OF BLOCK 8 PURCELL'S 6TH. ADD.	412.00

LOT 4 REPLAT OF BLOCK 8 PURCELL'S 6TH. ADD.	192.40
LOT 6 REPLAT OF BLOCK 8 PURCELL'S 6TH. ADD.	609.20
LOT 7 REPLAT OF BLOCK 8 PURCELL'S 6TH. ADD.	146.00
LOT 8 REPLAT OF BLOCK 8 PURCELL'S 6TH. ADD.	698.40
LOT 1 BLOCK 1 PRAIRIE PARK ADD.	363.80
LOT 2 BLOCK 1 PRAIRIE PARK ADD.	607.60
LOT 3 BLOCK 1 PRAIRIE PARK ADD.	422.80
LOT 4 BLOCK 1 PRAIRIE PARK ADD.	460.80
LOT 5 BLOCK 1 PRAIRIE PARK ADD.	565.60
LOT 6 BLOCK 1 PRAIRIE PARK ADD.	172.00
LOT 7 BLOCK 1 PRAIRIE PARK ADD.	515.60
LOT 8 BLOCK 1 PRAIRIE PARK ADD.	452.80
LOT 9 BLOCK 1 PRAIRIE PARK ADD.	529.60
LOT 10 BLOCK 1 PRAIRIE PARK ADD.	794.20
LOT 11 BLOCK 1 PRAIRIE PARK ADD.	278.10
LOT 12 BLOCK 1 PRAIRIE PARK ADD.	142.00
LOT 13 BLOCK 1 PRAIRIE PARK ADD.	164.60
LOT 14 & THAT PART LOT 16 BEG NE COR LOT 14 E ON EXTEND. N LI LOT 14 TO PT 160 FT E NW COR LOT 14 SW TO SE COR LOT 14 N 55 FT TO BEG BLOCK 1 PRAIRIE PARK ADD.	323.80
LOT 15 BLOCK 1 PRAIRIE PARK ADD.	819.20
LOTS 1 THRU 5 & 1/2 VAC. ST. ADJ. ON W. & LOTS 10 THRU 14 BLOCK 6 1ST. ADD. TO CRESTVIEW HEIGHTS EXEMPT NO. 95-8947-TX	721.60
LOT 5 EXC BEG SW COR NLY TO NW COR ELY 32 FT SLY TO S LI WLY 40 FT TO BEG BLOCK 8 1ST. ADD. TO CRESTVIEW HEIGHTS	215.80
PT LOT 5 BEG 11.01 FT SELY OF SW COR SE 28.99 FT NE 137.21 FT TO PT ON N LI 32 FT ELY OF NW COR TH NW 23.48 FT SW 102.44 FT W .45 FT SW 36.79 FT TO BEG BLOCK 8 1ST. ADD. TO CRESTVIEW HEIGHTS	147.40
LOT 1 BRUCE MEEKER 2ND. ADD.	160.00
LOT 2 BRUCE MEEKER 2ND. ADD.	295.00
LOT 1 BLOCK 1 THE TIMBERS ADD. EXEMPT 4392-79-TG	200.50
LOT 5 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	138.40
S .7 FT LOT 6-ALL LOT 7 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	129.40
LOT 6 EXC S .7 FT BLOCK 1 WOODLAWN PLACE 4TH. ADD.	345.40
LOT 8 & N 1 FT LOT 9 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	298.60
LOT 9 EXC N 1 FT BLOCK 1 WOODLAWN PLACE 4TH. ADD.	246.00
LOT 10 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	208.60

SECTION 4. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

Legal of Parcel in Benefit District	Assessment
LOT 12 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	142.00
LOT 13 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	143.80
LOT 16 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	217.60
LOT 18 EXC W .8 FT THEREOF BLOCK 1 WOODLAWN PLACE 4TH. ADD.	210.40
LOT 19 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	573.40
LOT 20 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	261.25
LOT 21 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	142.00
LOT 22 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	226.60
LOT 23 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	215.80
LOT 24 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	298.60

LOT 25 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	431.80
LOT 26 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	275.20
LOT 27 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	212.20
LOT 2 BLOCK 2 WOODLAWN PLACE 4TH. ADD.	313.00
LOT 3 BLOCK 2 WOODLAWN PLACE 4TH. ADD.	241.00
LOT 6 BLOCK 2 WOODLAWN PLACE 4TH. ADD.	345.40
LOT 7 BLOCK 2 WOODLAWN PLACE 4TH. ADD.	444.40
LOT 8 & PT LOT 9 BEG NW COR S 115 FT WLY 23 FT TO SE COR LOT 8 NELY 114.47 FT TO BEG BLOCK 2 WOODLAWN PLACE 4TH. ADD.	295.00
LOT 11 BLOCK 2 WOODLAWN PLACE 4TH. ADD.	212.20
LOT 12 EXC BEG NE COR W 128 FT S 34.88 FT E 66.08 FT SELY 17.54 FT S 12.15 FT E 48.94 FT TO E LI N 56.18 FT TO BEG BLOCK 2 WOODLAWN PLACE	212.20
LOT 14 EXC BEG NE COR SLY 60.86 FT WLY 54.48 FT NLY 12.6 FT NW 59.88 FT TO N LI LOT 14 E 94.6 FT TO BEG BLOCK 2 WOODLAWN PLACE 4TH. ADD.	318.40
THAT PART LOT 14 BEG NE COR SLY 60.86 FT WLY 54.48 FT NLY 12.6 FT NW 59.88 FT TO N LI LOT 14 E 94.6 FT TO BEG BLOCK 2 WOODLAWN PLACE 4TH. ADD.	232.00
LOT 15 BLOCK 2 WOODLAWN PLACE 4TH. ADD.	194.20
BEG NE COR LOT 5 SELY 85.35 FT WLY 59 FT NWLY TO PT 48.1 FT W OF BEG E TO BEG BLOCK B TIMBROOK ADD.	431.80
LOT 27 BLOCK 1 2ND. ADDITION TO CEDAR RIDGE	250.00
LOT 28 BLOCK 1 2ND. ADDITION TO CEDAR RIDGE	160.00
LOT 30 BLOCK 1 2ND. ADDITION TO CEDAR RIDGE	156.40
LOT 2 BLOCK 2 2ND. ADDITION TO CEDAR RIDGE	334.60
LOT 3 BLOCK 2 2ND. ADDITION TO CEDAR RIDGE	359.80
LOT 4 BLOCK 2 2ND. ADDITION TO CEDAR RIDGE	442.60
LOT 7 BLOCK 2 2ND. ADDITION TO CEDAR RIDGE	258.20
LOT 13 BLOCK 1 NORTHBROOK 3RD. ADD.	655.00
LOT 16 BLOCK 1 NORTHBROOK 3RD. ADD.	619.00
LOT 17 BLOCK 1 NORTHBROOK 3RD. ADD.	208.60
LOT 18 BLOCK 1 NORTHBROOK 3RD. ADD.	372.40
LOT 1 EXC S 125 FT E 129.13 FT THEREOF DAVIS-MOORE 9TH. ADD.	182.50
LOT 1 KENSINGTON GARDENS	753.20
RESERVE A EXC TH PT BEG NW COR LOT 1 TH W 560 FT TO ELY ROW LI GREENWICH RD N 574.73 FT TO SLY ROW LI K-96 HWY NELY 114.17 FT E 411.71 FT ELY 255.05 FT SELY 273.06 FT SELY 182.74 FT NELY 30 FT SELY 52.59 FT S 515.78 FT W 702.02 FT TO BEG & EXC BEG EASTERN MOST NE COR LOT 2 BLOCK 1 WICHITA CROSSING ADDITION TH NWLY ALG EXT LI LOT 2 10.97 FT TO SLY ROW LI K-96 HWY SELY 133.48 FT SELY 80 FT NWLY 78.54 FT NWLY 128.97 FT TO BEG KENSINGTON GARDENS ADD	5854.75
S 240 FT E 230 FT LOT 1 BLOCK 1 MANHATTAN ADDITION	922.10
TH PT LOT 12 BEG NE COR W 128 FT S 34.88 FT E 66.08 FT SELY 17.54 FT S 12.15 FT E 48.94 FT TO E LI N 56.18 FT TO BEG BLOCK 2 WOODLAWN PLACE 4TH ADD	221.20
THAT PART LOT 3 BEG SE COR NE 135 FT TO NE COR TH NW 44.28 FT SW 141.27 FT TO SWLY LI TH SE ALG CUR 56.08 FT TO BEG BLOCK 8 1ST. ADD. TO CRESTVIEW HEIGHTS	161.80
THAT PART LOT 13 BEG NE COR S 57 FT W 47.85 FT N 6.55 FT W 3.70 FT N 5.97 FT W 0.44 FT NWLY 17.31 FT W 63.15 FT TO W LI N 34.18 FT TO NW COR E 128 FT TO BEG BLOCK 2 WOODLAWN PLACE 4TH ADD	563.20
LOT 1 BLOCK 1 VILLAGE AT GREENWICH ADD	974.50

SECTION 5. The costs of constructing, reconstructing, and repairing abutting sidewalks hereof have been financed out of funds provided for in the maintenance of street general improvement fund. The sums so assessed and apportioned against the several lots and parcels of land as set out in Section 1 through Section 6 hereof and not paid within thirty (30) days from the date of publication of this ordinance shall be collected by special assessment upon the property liable therefor in five installments, the first of said installments to be extended upon the tax roll for the year **2016**, and one installment for each year thereafter for the full term of five years, each special installment shall include interest at the rate not to exceed the rate allowed by law and authorized by the City of Wichita Charter Ordinance No. 88 for projects funded from the maintenance of streets general improvement fund. Special assessment installments shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes.

SECTION 6. This ordinance shall take effect and be in force from and after its passage and publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **15th** day of **March, 2016**.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Jennifer L. Magana, City Attorney and Director of Law

<u>PIN #</u>	<u>Geo Code #</u>	<u>Property Address</u>	<u>Total Cost</u>	<u>District</u>
00135165	C 003270001	301 N Spruce St	\$250.00	1
00135276	C 0037500UP	Vacant Lot	\$2,356.55	2
00137480	C 01706	335 N Lorraine Ave	\$301.75	1
00137481	C 01707	331 N Lorraine Ave	\$195.00	1
00137483	C 01709	321 N Lorraine Ave	\$182.50	1
00137485	C 01711	317 N Lorraine Ave	\$497.50	1
00137486	C 01712	315 N Lorraine Ave	\$396.25	1
00137488	C 017130001	3110 E 3rd St N	\$507.40	1
00137500	C 01724	358 N Lorraine Ave	\$546.10	1
00137501	C 01725	350 N Lorraine Ave	\$499.00	1
00137515	C 01738	357 N Hillside Ave	\$522.25	1
00137552	C 01774	311 N Lorraine Ave	\$126.25	1
00137553	C 01775	3028 E 2nd St N	\$33.75	1
00140122	C 03970	251 N Bluff Ave	\$206.80	1
00140123	C 03971	3833 E 2nd St N	\$764.20	1
00140125	C 03973	260 N Quentin Ave	\$359.80	1
00140252	C 04080	3502 E 2nd St N	\$160.00	1
00141218	C 04949	345 N Belmont Ave	\$558.70	1
00150939	C 06578	406 S Holyoke Ave	\$291.40	1
00150940	C 06579	404 S Holyoke Ave	\$970.20	1
00150941	C 06580	402 S Holyoke Ave	\$619.00	1
00150951	C 06590	415 S Holyoke Ave	\$190.60	1
00150952	C 06591	405 S Holyoke Ave	\$498.40	1
00150953	C 06592	401 S Holyoke Ave	\$872.80	1
00151594	C 070630001	4347 E Douglas Ave	\$290.50	1
00151600	C 07068	125 S Crestway St	\$855.25	1
00151602	C 07070	141 S Crestway St	\$202.50	1
00151603	C 07071	145 S Crestway St	\$839.50	1
00151604	C 07072	149 S Crestway St	\$409.75	1
00151608	C 07076	4348 E English St	\$281.50	1
00151863	C 07303	707 S Crestway Ave	\$142.00	3
00151864	C 073030001	711 S Crestway Ave	\$354.40	3
00151865	C 07304	715 S Crestway Ave	\$456.00	3
00151866	C 07305	721 S Crestway Ave	\$216.00	3
00151867	C 07306	727 S Crestway Ave	\$36.00	3
00151868	C 07307	733 S Crestway Ave	\$476.80	3
00151869	C 073080001	739 S Crestway Ave	\$311.20	3
00151871	C 073090001	743 S Crestway Ave	\$142.00	3
00151872	C 07310	749 S Crestway Ave	\$525.40	3
00151873	C 073110001	755 S Crestway Ave	\$424.60	3
00152402	C 07784	403 N Fountain Ave	\$178.00	1
00152403	C 07785	417 N Fountain Ave	\$187.00	1
00152405	C 07786	423 N Fountain Ave	\$288.25	1
00152406	C 07787	431 N Fountain Ave	\$182.50	1
00152407	C 07788	437 N Fountain Ave	\$389.50	1
00152410	C 07791	457 N Fountain Ave	\$178.00	1

00152416	C 07797	428 N Fountain Ave	\$182.50	1
00152417	C 07798	432 N Fountain Ave	\$259.00	1
00152421	C 07802	4105 E Central Ave	\$189.25	1
00152441	C 07823	3900 E 1st St N	\$459.25	1
00152442	C 07824	3908 E 1st St N	\$716.65	1
00152841	C 08218	3850 E 2nd St N	\$125.80	1
00152842	C 08219	3844 E 2nd St N	\$156.40	1
00152843	C 08220	3838 E 2nd St N	\$137.50	1
00154160	C 09479	4407 E Douglas Ave	\$763.00	1
00154161	C 094790001	102 S Crestway St	\$610.00	1
00154780	C 10036	170 S Crestway St	\$37.80	1
00154782	C 100370001	174 S Crestway St	\$250.00	1
00157933	C 12293	702 S Crestway Ave	\$430.00	3
00157934	C 122930001	706 S Crestway Ave	\$154.60	3
00157935	C 12294	712 S Crestway Ave	\$568.60	3
00157936	C 122940001	716 S Crestway Ave	\$196.00	3
00157937	C 122940002	722 S Crestway Ave	\$215.80	3
00157940	C 12295	736 S Crestway Ave	\$151.00	3
00157942	C 1229500B1	754 S Crestway Ave	\$215.80	3
00157943	C 12295000A	742 S Crestway Ave	\$205.00	3
00157945	C 12295001A	758 S Crestway Ave	\$143.80	3
00163327	C 17556	5312 E Mount Vernon Rd	\$502.00	3
00163328	C 17557	5318 E Mount Vernon Rd	\$142.00	3
00163487	C 17704	914 S Edgemoor Ave	\$214.00	3
00163488	C 17705	918 S Edgemoor Ave	\$138.40	3
00163489	C 17706	924 S Edgemoor Ave	\$143.80	3
00163490	C 17707	928 S Edgemoor Ave	\$354.40	3
00163492	C 17709	938 S Edgemoor Ave	\$535.40	3
00163493	C 17710	944 S Edgemoor Ave	\$379.60	3
00163494	C 17711	948 S Edgemoor Ave	\$628.00	3
00163495	C 17712	952 S Edgemoor Ave	\$518.20	3
00163496	C 17713	958 S Edgemoor Ave	\$642.40	3
00163542	C 17760	1002 S Edgemoor Ave	\$496.60	3
00163543	C 17761	1008 S Edgemoor Ave	\$142.00	3
00163544	C 17762	1014 S Edgemoor Ave	\$450.00	3
00163546	C 17764	1024 S Edgemoor Ave	\$230.20	3
00163548	C 17766	1036 S Edgemoor Ave	\$361.60	3
00163549	C 17767	1040 S Edgemoor Ave	\$660.40	3
00163550	C 17768	1046 S Edgemoor Ave	\$343.60	3
00163677	C 17895	1102 S Edgemoor Ave	\$142.00	3
00163678	C 17896	1108 S Edgemoor Ave	\$219.40	3
00163682	C 17900	1132 S Edgemoor Ave	\$376.00	3
00163683	C 17901	1138 S Edgemoor Ave	\$223.00	3
00163684	C 179010001	1144 S Edgemoor Ave	\$235.60	3
00163686	C 17903	1156 S Edgemoor Ave	\$286.00	3
00163735	C 17973	651 S Lightner Dr.	\$179.80	3
00163736	C 17974	647 S Lightner Dr.	\$179.80	3
00163737	C 17975	641 S Lightner Dr.	\$206.80	3

00163738	C 17976	637 S Lightner Dr.	\$252.00	3
00163739	C 17977	631 S Lightner Dr.	\$215.80	3
00163741	C 17979	621 S Lightner Dr.	\$208.60	3
00163742	C 17980	617 S Lightner Dr.	\$143.80	3
00163744	C 17982	607 S Lightner Dr.	\$148.60	3
00164155	C 18454	753 S Barlow St	\$281.60	2
00164156	C 18455	749 S Barlow St	\$225.60	2
00164158	C 18457	737 S Barlow St	\$471.80	2
00164160	C 18459	725 S Barlow St	\$301.60	2
00164162	C 18461	715 S Barlow St	\$305.20	2
00164163	C 18462	709 S Barlow St	\$229.60	2
00164164	C 18463	703 S Barlow St	\$299.00	2
00164167	C 18466	716 S Barlow St	\$217.60	2
00164172	C 18471	744 S Barlow St	\$300.40	2
00164555	C 18855	2045 S Old Manor Rd	\$217.60	3
00164558	C 18858	2031 S Old Manor Rd	\$251.80	3
00164559	C 18859	2025 S Old Manor Rd	\$217.60	3
00164564	C 18864	2002 S Old Manor Rd	\$289.60	3
00164566	C 18866	2016 S Old Manor Rd	\$145.60	3
00164567	C 18867	2022 S Old Manor Rd	\$287.80	3
00164569	C 18869	2036 S Old Manor Rd	\$604.60	3
00164571	C 18871	2048 S Old Manor Rd	\$124.00	3
00164572	C 18872	2054 S Old Manor Rd	\$250.00	3
00165100	C 19436	1202 S Edgemoor Ave	\$295.00	3
00165102	C 19438	1214 S Edgemoor Ave	\$412.00	3
00165103	C 19439	1220 S Edgemoor Ave	\$192.40	3
00165105	C 19441	1232 S Edgemoor Ave	\$609.20	3
00165106	C 19442	1238 S Edgemoor Ave	\$146.00	3
00165107	C 19443	1244 S Edgemoor Ave	\$698.40	3
00166714	C 21330	604 S Lightner Dr.	\$363.80	3
00166715	C 21331	610 S Lightner Dr.	\$607.60	3
00166716	C 21332	616 S Lightner Dr.	\$422.80	3
00166717	C 21333	622 S Lightner Dr.	\$460.80	3
00166718	C 21334	628 S Lightner Dr.	\$565.60	3
00166719	C 21335	634 S Lightner Dr.	\$172.00	3
00166720	C 21336	640 S Lightner Dr.	\$515.60	3
00166721	C 21337	646 S Lightner Dr.	\$452.80	3
00166722	C 21338	652 S Lightner Dr.	\$529.60	3
00166723	C 21339	658 S Lightner Dr.	\$794.20	3
00166724	C 21340	664 S Lightner Dr.	\$278.10	3
00166725	C 21341	670 S Lightner Dr.	\$142.00	3
00166726	C 21342	676 S Lightner Dr.	\$164.60	3
00166727	C 21343	680 S Lightner Dr.	\$323.80	3
00166728	C 21344	686 S Lightner Dr.	\$819.20	3
00176957	C 31717	Vacant Lot	\$721.60	1
00176988	C 31747	2004 N Old Manor St	\$215.80	1
00176989	C 317470001	2012 N Old Manor St	\$147.40	1
00183866	C 38603	327 N Hillside Ave	\$160.00	1

00183867	C 38604	338 N Lorraine Ave 101	\$295.00	1
00184950	C 39402	2021 N Old Manor St 1001	\$200.50	1
00185021	C 39467	2451 N Charlotte St	\$138.40	1
00185022	C 39468	2439 N Charlotte St	\$129.40	1
00185023	C 394680001	2445 N Charlotte St	\$345.40	1
00185025	C 39470	2431 N Charlotte St	\$298.60	1
00185027	C 394710001	2415 N Charlotte St	\$246.00	1
00185028	C 39472	2409 N Charlotte St	\$208.60	1
00185030	C 39474	6003 E Croyden St	\$142.00	1
00185031	C 39475	6009 E Croyden St	\$143.80	1
00185034	C 39478	6029 E Croyden St	\$217.60	1
00185036	C 39480	6109 E Croyden Cir	\$210.40	1
00185038	C 39481	6115 E Croyden Cir	\$573.40	1
00185039	C 39482	6121 E Croyden Cir	\$261.25	1
00185040	C 39483	6129 E Croyden Cir	\$142.00	1
00185041	C 39484	6120 E Croyden Cir	\$226.60	1
00185042	C 39485	6114 E Croyden Cir	\$215.80	1
00185043	C 39486	2414 N Farmstead St	\$298.60	1
00185044	C 39487	2422 N Farmstead St	\$431.80	1
00185045	C 39488	2430 N Farmstead St	\$275.20	1
00185046	C 39489	6105 E Mainsgate St	\$212.20	1
00185048	C 39491	2442 N Charlotte Ct	\$313.00	1
00185049	C 39492	2438 N Charlotte Ct	\$241.00	1
00185052	C 39495	2426 N Charlotte Ct	\$345.40	1
00185053	C 39496	2420 N Charlotte Ct	\$444.40	1
00185054	C-39497	6002 E Croyden St	\$295.00	1
00185059	C 39500	2405 N Farmstead St	\$212.20	1
00185060	C 39501	2413 N Farmstead St	\$212.20	1
00185062	C 39503	2431 N Farmstead St	\$318.40	1
00185063	C 395030001	2433 N Farmstead St	\$232.00	1
00185064	C 39504	6029 E Mainsgate St	\$194.20	1
00185644	C 399310001	5237 E 20th St N	\$431.80	1
00189160	C 42886	1951 S Cypress St	\$250.00	2
00189161	C 42887	1945 S Cypress St	\$160.00	2
00189163	C 42889	1923 S Cypress St	\$156.40	2
00189169	C 42895	1912 S Cypress St	\$334.60	2
00189170	C 42896	1922 S Cypress St	\$359.80	2
00189171	C 42897	1930 S Cypress St	\$442.60	2
00189174	C 42900	1950 S Cypress St	\$258.20	2
00191705	C 44834	3952 N Bayberry Cir	\$655.00	6
00191708	C 44837	6723 E 39th St N	\$619.00	6
00191709	C 44838	4006 N Cranberry St	\$208.60	6
00191710	C 44839	4010 N Cranberry St	\$372.40	6
00196763	C 49516	5505 E Kellogg St	\$182.50	3
00446827	C 51818	11500 E 21st St N	\$753.20	2
00446828	C 51819	Vacant Lot	\$5,854.75	2
00470333	C 518170001	11330 E 21st St N	\$922.10	2
00471443	C 395010001	2415 N Farmstead St	\$221.20	1

00493184	C 317450001	2024 N Old Manor St	\$161.80	1
00518740	C 395020001	2425 N Farmstead St	\$563.20	1
00593250	C 63909	11310 E 21st St N	<u>\$974.50</u>	2
		Total	\$72,473.70	

Published in the Wichita Eagle on March 18, 2016

ORDINANCE NO. _____

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE IMPROVEMENT OF AND PROVIDING A TAX LEVY FOR THE COST OF CONSTRUCTION OF **SIDEWALKS** IN THE CITY OF WICHITA, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

Legal of Parcel in Benefit District	Assessment
PT LOTS 22-24 BEG 32 FT E NW COR LOT 22 E 20 FT S 36 FT SELY 11.15 FT TO PT 4 FT N & 77 FT W SE COR LOT 22 E 77 FT S TO N LI 2ND. ST. W 87 FT N TO PT 46 FT S OF N LI LOT 22 W 15 FT N 46 FT TO BEG BUSCH'S SUB	250.00
NW1/4 EXC N 40 FT FOR RD SEC 17-27-2E	2356.55
LOTS 41-43 MOSER NOW LORRAINE AVE. MAPLE GROVE ADD.	301.75
LOTS 45-47 MOSER NOW LORRAINE MAPLE GROVE ADD.	195.00
LOTS 53-55 MOSER NOW LORRAINE AVE. MAPLE GROVE ADD.	182.50
LOTS 61-63 MOSER NOW LORRAINE AVE. MAPLE GROVE ADD.	497.50
LOTS 65-67 MOSER NOW LORRAINE MAPLE GROVE ADD.	396.25
RES'A SE OF DITCH MAPLE GROVE ADD.	507.40
LOTS 32-34 MOSER NOW LORRAINE AVE. MAPLE GROVE ADD.	546.10
LOTS 36-38 MOSER NOW LORRAINE AVE. MAPLE GROVE ADD.	499.00
LOT 31 & N 23 FT LOT 33 EXC E 20 FT FOR ST HILLSIDE AVE. MAPLE GROVE ADD.	522.25
N 45 FT LOTS 94-96-98-100 SECOND ST. MAPLE GROVE ADD.	126.25
S 105 FT LOTS 98-100 SECOND ST. MAPLE GROVE ADD.	33.75
N 72 1/2 FT LOTS 1-2-3-4 & N 72 1/2 FT E 12 FT LOT 5 BORT ADDITION	206.80
W 13 FT LOT 5 ALL LOTS 6-7 BORT ADD.	764.20
N 75 FT LOTS 8-9-10-11 BORT ADD.	359.80
LOTS 1-2 ROEMBACHS 2ND. ADD.	160.00
ODD LOTS 49 TO 59 INC BELMONT AVE. HAGNY'S REPLAT	558.70
LOTS 38-40 CARRIE NOW HOLYOKE AVE HILLSIDE SUB IN GRAND VIEW ADD.	291.40
LOTS 42-44 CARRIE NOW HOLYOKE AVE HILLSIDE SUB IN GRAND VIEW ADD.	970.20
LOTS 46-48 CARRIE NOW HOLYOKE AVE HILLSIDE SUB IN GRAND VIEW ADD.	619.00
LOTS 37-39 CARRIE NOW HOLYOKE HILLSIDE SUB. IN GRAND VIEW ADD.	190.60
LOTS 41-43 CARRIE NOW HOLYOKE AVE HILLSIDE SUB IN GRAND VIEW ADD.	498.40
LOTS 45-47 CARRIE NOW HOLYOKE HILLSIDE SUB IN GRAND VIEW ADD.	872.80
LOTS 18-19-20 BLOCK 1 MERRIMAN PARK PLACE ADD.	290.50
LOTS 31 THRU 40 INC. BLOCK 1 MERRIMAN PARK PLACE ADD.	855.25

LOTS 41-42-43-44 BLOCK 1 MERRIMAN PARK PLACE ADD.	202.50
LOTS 45-46-47-48 BLOCK 1 MERRIMAN PARK PLACE ADD.	839.50
LOTS 49-50 BLOCK 1 MERRIMAN PARK PLACE	409.75
S 100 FT LOTS 57-58-59-60 BLOCK 1 MERRIMAN PARK PLACE ADD.	281.50
LOT 28 FAIRFAX ADD.	142.00
LOTS 29-30 FAIRFAX ADD.	354.40
LOTS 31-32 FAIRFAX ADD.	456.00
LOTS 33-34 FAIRFAX ADD.	216.00
LOTS 35-36 FAIRFAX ADD.	36.00
LOTS 37-38 & N 8 FT LOT 39 FAIRFAX ADD.	476.80
S 17 FT LOT 39-ALL LOT 40 & N 16 FT LOT 41 FAIRFAX ADDITION	311.20
S 9 FT LOT 41 ALL LOTS 42-43 FAIRFAX ADD	142.00
LOTS 44-45 & N 1/2 LOT 46 FAIRFAX ADD.	525.40
S 1/2 LOT 46-ALL LOTS 47-48 FAIRFAX ADD.	424.60
LOTS 2-4-6 SMALL'S 2ND. ADD.	178.00
LOT 8 & S 1 FT LOT 10 SMALL'S 2ND. ADD.	187.00
N 49 FT LOT 10 & S 12 1/2 FT LOT 12 SMALL'S 2ND. ADD.	288.25
N 37 1/2 FT LOT 12 & S 25 FT LOT 14 SMALL'S 2ND ADD.	182.50
N 25 FT LOT 14 & S 37 1/2 FT LOT 16 SMALL'S 2ND. ADD.	389.50
N 27 1/2 FT LOT 22-ALL LOT 24 SMALL'S 2ND. ADDITION	178.00
LOT 35 SMALL'S 2ND. ADD.	182.50
LOT 37 SMALL'S 2ND. ADD.	259.00
LOTS 45-47 SMALL'S 2ND. ADD.	189.25
LOT 7 EXC W 8 FT FOR ST EIKENBERRY'S ADD.	459.25

SECTION 2. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

Legal of Parcel in Benefit District	Assessment
LOT 8 EIKENBERRY'S ADD.	716.65
LOT 2 REPLAT BLOCK 2 BROOKLYN HEIGHTS ADD.	125.80
LOT 3 REPLAT BLOCK 2 BROOKLYN HEIGHTS ADD.	156.40
LOT 4 REPLAT BLOCK 2 BROOKLYN HEIGHTS ADD.	137.50
LOT 1 EXC E 150 FT & EXC N 10 FT DED FOR ST & N 11.5 FT LOT 3 EXC E 150 FT BLOCK A HIGHLAND PARK ADD. EXEMPT 5132-0	763.00
LOT 3 EXC N 11.5 FT BLOCK A HIGHLAND PARK ADD. EXEMPT 5132-0	610.00
LOT 14 EXC E 17.84 FT BLOCK 1 LINCOLN HEIGHTS ADD.	37.80
LOT 15 BLOCK 1 LINCOLN HEIGHTS ADD.	250.00
LOTS 50-52 EAST NOW CRESTWAY AVE. BLUE GRASS SUB.	430.00
LOTS 54-56 EAST NOW CRESTWAY AVE. BLUE GRASS SUB.	154.60
LOTS 58-60 EAST NOW CRESTWAY BLUE GRASS SUB.	568.60
LOTS 62-64 EAST ST. NOW CRESTWAY BLUE GRASS SUB.	196.00
LOTS 66-68 EAST NOW CRESTWAY BLUE GRASS SUB.	215.80
LOTS 78-80 EAST NOW CRESTWAY AVE. BLUE GRASS SUB.	151.00
LOT 90 CRESTWAY AVE. BLUE GRASS SUB.	215.80
LOTS 82-84 EAST NOW CRESTWAY AVE. BLUE GRASS SUB.	205.00
LOTS 94-96 CRESTWAY AVE. BLUE GRASS SUB.	143.80
LOT 22 BLOCK 5 BUILDERS 3RD. ADD.	502.00
LOT 23 BLOCK 5 BUILDERS 3RD. ADD.	142.00
LOT 3 BLOCK 1 PURCELL'S 5TH. ADD.	214.00
LOT 4 BLOCK 1 PURCELL'S 5TH. ADD.	138.40
LOT 5 BLOCK 1 PURCELL'S 5TH. ADD.	143.80

LOT 6 BLOCK 1 PURCELL'S 5TH. ADD.	354.40
LOT 8 BLOCK 1 PURCELL'S 5TH. ADD.	535.40
LOT 9 BLOCK 1 PURCELL'S 5TH. ADD.	379.60
LOT 10 BLOCK 1 PURCELL'S 5TH. ADD.	628.00
LOT 11 BLOCK 1 PURCELL'S 5TH. ADD.	518.20
LOT 12 BLOCK 1 PURCELL'S 5TH. ADD.	642.40
LOT 1 BLOCK 1 PURCELL'S 6TH. ADD.	496.60
LOT 2 BLOCK 1 PURCELL'S 6TH. ADD.	142.00
LOT 3 BLOCK 1 PURCELL'S 6TH. ADD.	450.00
LOT 5 BLOCK 1 PURCELL'S 6TH. ADD.	230.20
LOT 7 BLOCK 1 PURCELL'S 6TH. ADD.	361.60
LOT 8 BLOCK 1 PURCELL'S 6TH. ADD.	660.40
LOT 9 BLOCK 1 PURCELL'S 6TH. ADD.	343.60
LOT 1 BLOCK 7 PURCELL'S 6TH. ADD.	142.00
LOT 2 BLOCK 7 PURCELL'S 6TH. ADD.	219.40
LOT 6 BLOCK 7 PURCELL'S 6TH. ADD.	376.00
LOT 7 BLOCK 7 PURCELL'S 6TH. ADD.	223.00
LOT 8 BLOCK 7 PURCELL'S 6TH. ADD.	235.60
LOT 10 BLOCK 7 PURCELL'S 6TH. ADD.	286.00
LOT 12 BLOCK A LIGHTNER PARK ADD.	179.80
LOT 13 BLOCK A LIGHTNER PARK ADD.	179.80
LOT 14 BLOCK A LIGHTNER PARK ADD.	206.80
LOT 15 BLOCK A LIGHTNER PARK ADD.	252.00
LOT 16 BLOCK A LIGHTNER PARK ADD.	215.80
LOT 18 BLOCK A LIGHTNER PARK ADD.	208.60
LOT 19 BLOCK A LIGHTNER PARK ADD.	143.80
LOT 21 BLOCK A LIGHTNER PARK ADD.	148.60
LOT 29 BLOCK 12 EASTRIDGE ADD. REPLAT	281.60

SECTION 3. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

Legal of Parcel in Benefit District	Assessment
LOT 30 BLOCK 12 EASTRIDGE ADD. REPLAT	225.60
LOT 32 BLOCK 12 EASTRIDGE ADD. REPLAT	471.80
LOT 34 BLOCK 12 EASTRIDGE ADD. REPLAT	301.60
LOT 36 BLOCK 12 EASTRIDGE ADD. REPLAT	305.20
LOT 37 BLOCK 12 EASTRIDGE ADD. REPLAT	229.60
LOT 38 BLOCK 12 EASTRIDGE ADD. REPLAT	299.00
LOT 3 BLOCK 13 EASTRIDGE ADD. REPLAT	217.60
LOT 8 BLOCK 13 EASTRIDGE ADD. REPLAT	300.40
LOT 10 EXC SW 5 FT BLOCK 4 EDGEWOOD ADD.	217.60
LOT 13 BLOCK 4 EDGEWOOD ADD.	251.80
LOT 14 BLOCK 4 EDGEWOOD ADD.	217.60
LOT 1 BLOCK 5 EDGEWOOD ADD.	289.60
LOT 3 BLOCK 5 EDGEWOOD ADD.	145.60
LOT 4 BLOCK 5 EDGEWOOD ADD.	287.80
LOT 6 BLOCK 5 EDGEWOOD ADD.	604.60
LOT 8 BLOCK 5 EDGEWOOD ADD.	124.00
LOT 9 BLOCK 5 EDGEWOOD ADD.	250.00
LOT 1 REPLAT OF BLOCK 8 PURCELL'S 6TH. ADD.	295.00
LOT 3 REPLAT OF BLOCK 8 PURCELL'S 6TH. ADD.	412.00

LOT 4 REPLAT OF BLOCK 8 PURCELL'S 6TH. ADD.	192.40
LOT 6 REPLAT OF BLOCK 8 PURCELL'S 6TH. ADD.	609.20
LOT 7 REPLAT OF BLOCK 8 PURCELL'S 6TH. ADD.	146.00
LOT 8 REPLAT OF BLOCK 8 PURCELL'S 6TH. ADD.	698.40
LOT 1 BLOCK 1 PRAIRIE PARK ADD.	363.80
LOT 2 BLOCK 1 PRAIRIE PARK ADD.	607.60
LOT 3 BLOCK 1 PRAIRIE PARK ADD.	422.80
LOT 4 BLOCK 1 PRAIRIE PARK ADD.	460.80
LOT 5 BLOCK 1 PRAIRIE PARK ADD.	565.60
LOT 6 BLOCK 1 PRAIRIE PARK ADD.	172.00
LOT 7 BLOCK 1 PRAIRIE PARK ADD.	515.60
LOT 8 BLOCK 1 PRAIRIE PARK ADD.	452.80
LOT 9 BLOCK 1 PRAIRIE PARK ADD.	529.60
LOT 10 BLOCK 1 PRAIRIE PARK ADD.	794.20
LOT 11 BLOCK 1 PRAIRIE PARK ADD.	278.10
LOT 12 BLOCK 1 PRAIRIE PARK ADD.	142.00
LOT 13 BLOCK 1 PRAIRIE PARK ADD.	164.60
LOT 14 & THAT PART LOT 16 BEG NE COR LOT 14 E ON EXTEND. N LI LOT 14 TO PT 160 FT E NW COR LOT 14 SW TO SE COR LOT 14 N 55 FT TO BEG BLOCK 1 PRAIRIE PARK ADD.	323.80
LOT 15 BLOCK 1 PRAIRIE PARK ADD.	819.20
LOTS 1 THRU 5 & 1/2 VAC. ST. ADJ. ON W. & LOTS 10 THRU 14 BLOCK 6 1ST. ADD. TO CRESTVIEW HEIGHTS EXEMPT NO. 95-8947-TX	721.60
LOT 5 EXC BEG SW COR NLY TO NW COR ELY 32 FT SLY TO S LI WLY 40 FT TO BEG BLOCK 8 1ST. ADD. TO CRESTVIEW HEIGHTS	215.80
PT LOT 5 BEG 11.01 FT SELY OF SW COR SE 28.99 FT NE 137.21 FT TO PT ON N LI 32 FT ELY OF NW COR TH NW 23.48 FT SW 102.44 FT W .45 FT SW 36.79 FT TO BEG BLOCK 8 1ST. ADD. TO CRESTVIEW HEIGHTS	147.40
LOT 1 BRUCE MEEKER 2ND. ADD.	160.00
LOT 2 BRUCE MEEKER 2ND. ADD.	295.00
LOT 1 BLOCK 1 THE TIMBERS ADD. EXEMPT 4392-79-TG	200.50
LOT 5 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	138.40
S .7 FT LOT 6-ALL LOT 7 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	129.40
LOT 6 EXC S .7 FT BLOCK 1 WOODLAWN PLACE 4TH. ADD.	345.40
LOT 8 & N 1 FT LOT 9 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	298.60
LOT 9 EXC N 1 FT BLOCK 1 WOODLAWN PLACE 4TH. ADD.	246.00
LOT 10 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	208.60

SECTION 4. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

Legal of Parcel in Benefit District	Assessment
LOT 12 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	142.00
LOT 13 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	143.80
LOT 16 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	217.60
LOT 18 EXC W .8 FT THEREOF BLOCK 1 WOODLAWN PLACE 4TH. ADD.	210.40
LOT 19 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	573.40
LOT 20 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	261.25
LOT 21 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	142.00
LOT 22 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	226.60
LOT 23 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	215.80
LOT 24 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	298.60

LOT 25 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	431.80
LOT 26 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	275.20
LOT 27 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	212.20
LOT 2 BLOCK 2 WOODLAWN PLACE 4TH. ADD.	313.00
LOT 3 BLOCK 2 WOODLAWN PLACE 4TH. ADD.	241.00
LOT 6 BLOCK 2 WOODLAWN PLACE 4TH. ADD.	345.40
LOT 7 BLOCK 2 WOODLAWN PLACE 4TH. ADD.	444.40
LOT 8 & PT. LOT 9 BEG NW COR S 115 FT WLY 23 FT TO SE COR LOT 8 NELY 114.47 FT TO BEG BLOCK 2 WOODLAWN PLACE 4TH. ADD.	295.00
LOT 11 BLOCK 2 WOODLAWN PLACE 4TH. ADD.	212.20
LOT 12 EXC BEG NE COR W 128 FT S 34.88 FT E 66.08 FT SELY 17.54 FT S 12.15 FT E 48.94 FT TO E LI N 56.18 FT TO BEG BLOCK 2 WOODLAWN PLACE	212.20
LOT 14 EXC BEG NE COR SLY 60.86 FT WLY 54.48 FT NLY 12.6 FT NW 59.88 FT TO N LI LOT 14 E 94.6 FT TO BEG BLOCK 2 WOODLAWN PLACE 4TH. ADD.	318.40
THAT PART LOT 14 BEG NE COR SLY 60.86 FT WLY 54.48 FT NLY 12.6 FT NW 59.88 FT TO N LI LOT 14 E 94.6 FT TO BEG BLOCK 2 WOODLAWN PLACE 4TH. ADD.	232.00
LOT 15 BLOCK 2 WOODLAWN PLACE 4TH. ADD.	194.20
BEG NE COR LOT 5 SELY 85.35 FT WLY 59 FT NWLY TO PT 48.1 FT W OF BEG E TO BEG BLOCK B TIMBROOK ADD.	431.80
LOT 27 BLOCK 1 2ND. ADDITION TO CEDAR RIDGE	250.00
LOT 28 BLOCK 1 2ND. ADDITION TO CEDAR RIDGE	160.00
LOT 30 BLOCK 1 2ND. ADDITION TO CEDAR RIDGE	156.40
LOT 2 BLOCK 2 2ND. ADDITION TO CEDAR RIDGE	334.60
LOT 3 BLOCK 2 2ND. ADDITION TO CEDAR RIDGE	359.80
LOT 4 BLOCK 2 2ND. ADDITION TO CEDAR RIDGE	442.60
LOT 7 BLOCK 2 2ND. ADDITION TO CEDAR RIDGE	258.20
LOT 13 BLOCK 1 NORTHBROOK 3RD. ADD.	655.00
LOT 16 BLOCK 1 NORTHBROOK 3RD. ADD.	619.00
LOT 17 BLOCK 1 NORTHBROOK 3RD. ADD.	208.60
LOT 18 BLOCK 1 NORTHBROOK 3RD. ADD.	372.40
LOT 1 EXC S 125 FT E 129.13 FT THEREOF DAVIS-MOORE 9TH. ADD.	182.50
LOT 1 KENSINGTON GARDENS	753.20
RESERVE A EXC TH PT BEG NW COR LOT 1 TH W 560 FT TO ELY ROW LI GREENWICH RD N 574.73 FT TO SLY ROW LI K-96 HWY NELY 114.17 FT E 411.71 FT ELY 255.05 FT SELY 273.06 FT SELY 182.74 FT NELY 30 FT SELY 52.59 FT S 515.78 FT W 702.02 FT TO BEG & EXC BEG EASTERN MOST NE COR LOT 2 BLOCK 1 WICHITA CROSSING ADDITION TH NWLY ALG EXT LI LOT 2 10.97 FT TO SLY ROW LI K-96 HWY SELY 133.48 FT SELY 80 FT NWLY 78.54 FT NWLY 128.97 FT TO BEG KENSINGTON GARDENS ADD.	5854.75
S 240 FT E 230 FT LOT 1 BLOCK 1 MANHATTAN ADDITION	922.10
TH PT LOT 12 BEG NE COR W 128 FT S 34.88 FT E 66.08 FT SELY 17.54 FT S 12.15 FT E 48.94 FT TO E LI N 56.18 FT TO BEG BLOCK 2 WOODLAWN PLACE 4TH ADD	221.20
THAT PART LOT 3 BEG SE COR NE 135 FT TO NE COR TH NW 44.28 FT SW 141.27 FT TO SWLY LI TH SE ALG CUR 56.08 FT TO BEG BLOCK 8 1ST. ADD. TO CRESTVIEW HEIGHTS	161.80
THAT PART LOT 13 BEG NE COR S 57 FT W 47.85 FT N 6.55 FT W 3.70 FT N 5.97 FT W 0.44 FT NWLY 17.31 FT W 63.15 FT TO W LI N 34.18 FT TO NW COR E 128 FT TO BEG BLOCK 2 WOODLAWN PLACE 4TH ADD	563.20
LOT 1 BLOCK 1 VILLAGE AT GREENWICH ADD	974.50

SECTION 5. The costs of constructing, reconstructing, and repairing abutting sidewalks hereof have been financed out of funds provided for in the maintenance of street general improvement fund. The sums so assessed and apportioned against the several lots and parcels of land as set out in Section 1 through Section 6 hereof and not paid within thirty (30) days from the date of publication of this ordinance shall be collected by special assessment upon the property liable therefor in five installments, the first of said installments to be extended upon the tax roll for the year 2016, and one installment for each year thereafter for the full term of five years, each special installment shall include interest at the rate not to exceed the rate allowed by law and authorized by the City of Wichita Charter Ordinance No. 88 for projects funded from the maintenance of streets general improvement fund. Special assessment installments shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes.

SECTION 6. This ordinance shall take effect and be in force from and after its passage and publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this 15th day of March, 2016.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Jennifer L. Magana, City Attorney and Director of Law

Published in the Wichita Eagle on March 18, 2016

ORDINANCE NO. _____

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE IMPROVEMENT OF AND PROVIDING A TAX LEVY FOR THE COST OF CONSTRUCTION OF **SIDEWALKS** IN THE CITY OF WICHITA, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

Legal of Parcel in Benefit District	Assessment
PT LOTS 22-24 BEG 32 FT E NW COR LOT 22 E 20 FT S 36 FT SELY 11.15 FT TO PT 4 FT N & 77 FT W SE COR LOT 22 E 77 FT S TO N LI 2ND. ST. W 87 FT N TO PT 46 FT S OF N LI LOT 22 W 15 FT N 46 FT TO BEG BUSCH'S SUB	250.00
NW1/4 EXC N 40 FT FOR RD SEC 17-27-2E	2356.55
LOTS 41-43 MOSER NOW LORRAINE AVE. MAPLE GROVE ADD.	301.75
LOTS 45-47 MOSER NOW LORRAINE MAPLE GROVE ADD.	195.00
LOTS 53-55 MOSER NOW LORRAINE AVE. MAPLE GROVE ADD.	182.50
LOTS 61-63 MOSER NOW LORRAINE AVE. MAPLE GROVE ADD.	497.50
LOTS 65-67 MOSER NOW LORRAINE MAPLE GROVE ADD.	396.25
RES A SE OF DITCH MAPLE GROVE ADD.	507.40
LOTS 32-34 MOSER NOW LORRAINE AVE. MAPLE GROVE ADD.	546.10
LOTS 36-38 MOSER NOW LORRAINE AVE. MAPLE GROVE ADD.	499.00
LOT 31 & N 23 FT LOT 33 EXC E 20 FT FOR ST. HILLSIDE AVE. MAPLE GROVE ADD.	522.25
N 45 FT LOTS 94-96-98-100 SECOND ST. MAPLE GROVE ADD.	126.25
S 105 FT LOTS 98-100 SECOND ST. MAPLE GROVE ADD.	33.75
N 72 1/2 FT LOTS 1-2-3-4 & N 72 1/2 FT E 12 FT LOT 5 BORT ADDITION	206.80
W 13 FT LOT 5 ALL LOTS 6-7 BORT ADD.	764.20
N 75 FT LOTS 8-9-10-11 BORT ADD.	359.80
LOTS 1-2 ROEMBACHS 2ND. ADD.	160.00
ODD LOTS 49 TO 59 INC BELMONT AVE. HAGNY'S REPLAT	558.70
LOTS 38-40 CARRIE NOW HOLYOKE AVE HILLSIDE SUB IN GRAND VIEW ADD.	291.40
LOTS 42-44 CARRIE NOW HOLYOKE AVE HILLSIDE SUB IN GRAND VIEW ADD.	970.20
LOTS 46-48 CARRIE NOW HOLYOKE AVE HILLSIDE SUB IN GRAND VIEW ADD.	619.00
LOTS 37-39 CARRIE NOW HOLYOKE HILLSIDE SUB. IN GRAND VIEW ADD.	190.60
LOTS 41-43 CARRIE NOW HOLYOKE AVE HILLSIDE SUB IN GRAND VIEW ADD.	498.40
LOTS 45-47 CARRIE NOW HOLYOKE HILLSIDE SUB IN GRAND VIEW ADD.	872.80
LOTS 18-19-20 BLOCK 1 MERRIMAN PARK PLACE ADD.	290.50
LOTS 31 THRU 40 INC. BLOCK 1 MERRIMAN PARK PLACE ADD.	855.25
LOTS 41-42-43-44 BLOCK 1 MERRIMAN PARK PLACE ADD.	202.50
LOTS 45-46-47-48 BLOCK 1 MERRIMAN PARK PLACE ADD.	839.50
LOTS 49-50 BLOCK 1 MERRIMAN PARK PLACE	409.75
S 100 FT LOTS 57-58-59-60 BLOCK 1 MERRIMAN PARK PLACE ADD.	281.50
LOT 28 FAIRFAX ADD.	142.00
LOTS 29-30 FAIRFAX ADD.	354.40
LOTS 31-32 FAIRFAX ADD.	456.00
LOTS 33-34 FAIRFAX ADD.	216.00
LOTS 35-36 FAIRFAX ADD.	36.00
LOTS 37-38 & N 8 FT LOT 39 FAIRFAX ADD.	476.80
S 17 FT LOT 39-ALL LOT 40 & N 16 FT LOT 41 FAIRFAX ADDITION	311.20
S 9 FT LOT 41 ALL LOTS 42-43 FAIRFAX ADD	142.00
LOTS 44-45 & N 1/2 LOT 46 FAIRFAX ADD.	525.40
S 1/2 LOT 46-ALL LOTS 47-48 FAIRFAX ADD.	424.60
LOTS 2-4-6 SMALL'S 2ND. ADD.	178.00
LOT 8 & S 1 FT LOT 10 SMALL'S 2ND. ADD.	187.00
N 49 FT LOT 10 & S 12 1/2 FT LOT 12 SMALL'S 2ND. ADD.	288.25
N 37 1/2 FT LOT 12 & S 25 FT LOT 14 SMALL'S 2ND ADD.	182.50
N 25 FT LOT 14 & S 37 1/2 FT LOT 16 SMALL'S 2ND. ADD.	389.50
N 27 1/2 FT LOT 22-ALL LOT 24 SMALL'S 2ND. ADDITION	178.00
LOT 35 SMALL'S 2ND. ADD.	182.50
LOT 37 SMALL'S 2ND. ADD.	259.00

LOTS 45-47 SMALL'S 2ND. ADD.	189.25
LOT 7 EXC W 8 FT FOR ST EIKENBERRY'S ADD.	459.25

SECTION 2. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

Legal of Parcel in Benefit District	Assessment
LOT 8 EIKENBERRY'S ADD.	716.65
LOT 2 REPLAT BLOCK 2 BROOKLYN HEIGHTS ADD.	125.80
LOT 3 REPLAT BLOCK 2 BROOKLYN HEIGHTS ADD.	156.40
LOT 4 REPLAT BLOCK 2 BROOKLYN HEIGHTS ADD.	137.50
LOT 1 EXC E 150 FT & EXC N 10 FT DED FOR ST & N 11.5 FT LOT 3 EXC E 150 FT BLOCK A HIGHLAND PARK ADD. EXEMPT 5132-0	763.00
LOT 3 EXC N 11.5 FT BLOCK A HIGHLAND PARK ADD. EXEMPT 5132-0	610.00
LOT 14 EXC E 17.84 FT BLOCK 1 LINCOLN HEIGHTS ADD.	37.80
LOT 15 BLOCK 1 LINCOLN HEIGHTS ADD.	250.00
LOTS 50-52 EAST NOW CRESTWAY AVE. BLUE GRASS SUB.	430.00
LOTS 54-56 EAST NOW CRESTWAY AVE. BLUE GRASS SUB.	154.60
LOTS 58-60 EAST NOW CRESTWAY BLUE GRASS SUB.	568.60
LOTS 62-64 EAST ST. NOW CRESTWAY BLUE GRASS SUB.	196.00
LOTS 66-68 EAST NOW CRESTWAY BLUE GRASS SUB.	215.80
LOTS 78-80 EAST NOW CRESTWAY AVE. BLUE GRASS SUB.	151.00
LOT 90 CRESTWAY AVE. BLUE GRASS SUB.	215.80
LOTS 82-84 EAST NOW CRESTWAY AVE. BLUE GRASS SUB.	205.00
LOTS 94-96 CRESTWAY AVE. BLUE GRASS SUB.	143.80
LOT 22 BLOCK 5 BUILDERS 3RD. ADD.	502.00
LOT 23 BLOCK 5 BUILDERS 3RD. ADD.	142.00
LOT 3 BLOCK 1 PURCELL'S 5TH. ADD.	214.00
LOT 4 BLOCK 1 PURCELL'S 5TH. ADD.	138.40
LOT 5 BLOCK 1 PURCELL'S 5TH. ADD.	143.80
LOT 6 BLOCK 1 PURCELL'S 5TH. ADD.	354.40
LOT 8 BLOCK 1 PURCELL'S 5TH. ADD.	535.40
LOT 9 BLOCK 1 PURCELL'S 5TH. ADD.	379.60
LOT 10 BLOCK 1 PURCELL'S 5TH. ADD.	628.00
LOT 11 BLOCK 1 PURCELL'S 5TH. ADD.	518.20
LOT 12 BLOCK 1 PURCELL'S 5TH. ADD.	642.40
LOT 1 BLOCK 1 PURCELL'S 6TH. ADD.	496.60
LOT 2 BLOCK 1 PURCELL'S 6TH. ADD.	142.00
LOT 3 BLOCK 1 PURCELL'S 6TH. ADD.	450.00
LOT 5 BLOCK 1 PURCELL'S 6TH. ADD.	230.20
LOT 7 BLOCK 1 PURCELL'S 6TH. ADD.	361.60
LOT 8 BLOCK 1 PURCELL'S 6TH. ADD.	660.40
LOT 9 BLOCK 1 PURCELL'S 6TH. ADD.	343.60
LOT 1 BLOCK 7 PURCELL'S 6TH. ADD.	142.00
LOT 2 BLOCK 7 PURCELL'S 6TH. ADD.	219.40
LOT 6 BLOCK 7 PURCELL'S 6TH. ADD.	376.00
LOT 7 BLOCK 7 PURCELL'S 6TH. ADD.	223.00
LOT 8 BLOCK 7 PURCELL'S 6TH. ADD.	235.60
LOT 10 BLOCK 7 PURCELL'S 6TH. ADD.	286.00
LOT 12 BLOCK A LIGHTNER PARK ADD.	179.80
LOT 13 BLOCK A LIGHTNER PARK ADD.	179.80
LOT 14 BLOCK A LIGHTNER PARK ADD.	206.80

LOT 15 BLOCK A LIGHTNER PARK ADD.	252.00
LOT 16 BLOCK A LIGHTNER PARK ADD.	215.80
LOT 18 BLOCK A LIGHTNER PARK ADD.	208.60
LOT 19 BLOCK A LIGHTNER PARK ADD.	143.80
LOT 21 BLOCK A LIGHTNER PARK ADD.	148.60
LOT 29 BLOCK 12 EASTRIDGE ADD. REPLAT	281.60

SECTION 3. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

Legal of Parcel in Benefit District	Assessment
LOT 30 BLOCK 12 EASTRIDGE ADD. REPLAT	225.60
LOT 32 BLOCK 12 EASTRIDGE ADD. REPLAT	471.80
LOT 34 BLOCK 12 EASTRIDGE ADD. REPLAT	301.60
LOT 36 BLOCK 12 EASTRIDGE ADD. REPLAT	305.20
LOT 37 BLOCK 12 EASTRIDGE ADD. REPLAT	229.60
LOT 38 BLOCK 12 EASTRIDGE ADD. REPLAT	299.00
LOT 3 BLOCK 13 EASTRIDGE ADD. REPLAT	217.60
LOT 8 BLOCK 13 EASTRIDGE ADD. REPLAT	300.40
LOT 10 EXC SW 5 FT BLOCK 4 EDGEWOOD ADD.	217.60
LOT 13 BLOCK 4 EDGEWOOD ADD.	251.80
LOT 14 BLOCK 4 EDGEWOOD ADD.	217.60
LOT 1 BLOCK 5 EDGEWOOD ADD.	289.60
LOT 3 BLOCK 5 EDGEWOOD ADD.	145.60
LOT 4 BLOCK 5 EDGEWOOD ADD.	287.80
LOT 6 BLOCK 5 EDGEWOOD ADD.	604.60
LOT 8 BLOCK 5 EDGEWOOD ADD.	124.00
LOT 9 BLOCK 5 EDGEWOOD ADD.	250.00
LOT 1 REPLAT OF BLOCK 8 PURCELL'S 6TH. ADD.	295.00
LOT 3 REPLAT OF BLOCK 8 PURCELL'S 6TH. ADD.	412.00
LOT 4 REPLAT OF BLOCK 8 PURCELL'S 6TH. ADD.	192.40
LOT 6 REPLAT OF BLOCK 8 PURCELL'S 6TH. ADD.	609.20
LOT 7 REPLAT OF BLOCK 8 PURCELL'S 6TH. ADD.	146.00
LOT 8 REPLAT OF BLOCK 8 PURCELL'S 6TH. ADD.	698.40
LOT 1 BLOCK 1 PRAIRIE PARK ADD.	363.80
LOT 2 BLOCK 1 PRAIRIE PARK ADD.	607.60
LOT 3 BLOCK 1 PRAIRIE PARK ADD.	422.80
LOT 4 BLOCK 1 PRAIRIE PARK ADD.	460.80
LOT 5 BLOCK 1 PRAIRIE PARK ADD.	565.60
LOT 6 BLOCK 1 PRAIRIE PARK ADD.	172.00
LOT 7 BLOCK 1 PRAIRIE PARK ADD.	515.60
LOT 8 BLOCK 1 PRAIRIE PARK ADD.	452.80
LOT 9 BLOCK 1 PRAIRIE PARK ADD.	529.60
LOT 10 BLOCK 1 PRAIRIE PARK ADD.	794.20
LOT 11 BLOCK 1 PRAIRIE PARK ADD.	278.10
LOT 12 BLOCK 1 PRAIRIE PARK ADD.	142.00
LOT 13 BLOCK 1 PRAIRIE PARK ADD.	164.60
LOT 14 & THAT PART LOT 16 BEG NE COR LOT 14 E ON EXTEND. N LI LOT 14 TO PT 160 FT E NW COR LOT 14 SW TO SE COR LOT 14 N.55 FT TO BEG BLOCK 1 PRAIRIE PARK ADD.	323.80
LOT 15 BLOCK 1 PRAIRIE PARK ADD.	819.20

LOTS 1 THRU 5 & 1/2 VAC. ST. ADJ. ON W. & LOTS 10 THRU 14 BLOCK 6 1ST. ADD. TO CRESTVIEW HEIGHTS EXEMPT NO. 95-8947-TX	721.60
LOT 5 EXC BEG SW COR NLY TO NW COR ELY 32 FT SLY TO S LI WLY 40 FT TO BEG BLOCK 8 1ST. ADD. TO CRESTVIEW HEIGHTS	215.80
PT LOT 5 BEG 11.01 FT SELY OF SW COR SE 28.99 FT NE 137.21 FT TO PT ON N LI 32 FT ELY OF NW COR TH NW 23.48 FT SW 102.44 FT W .45 FT SW 36.79 FT TO BEG BLOCK 8 1ST. ADD. TO CRESTVIEW HEIGHTS	147.40
LOT 1 BRUCE MEEKER 2ND. ADD.	160.00
LOT 2 BRUCE MEEKER 2ND. ADD.	295.00
LOT 1 BLOCK 1 THE TIMBERS ADD. EXEMPT 4392-79-TG	200.50
LOT 5 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	138.40
S .7 FT LOT 6-ALL LOT 7 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	129.40
LOT 6 EXC S .7 FT BLOCK 1 WOODLAWN PLACE 4TH. ADD.	345.40
LOT 8 & N 1 FT LOT 9 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	298.60
LOT 9 EXC N 1 FT BLOCK 1 WOODLAWN PLACE 4TH. ADD.	246.00
LOT 10 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	208.60

SECTION 4. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

Legal of Parcel in Benefit District	Assessment
LOT 12 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	142.00
LOT 13 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	143.80
LOT 16 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	217.60
LOT 18 EXC W .8 FT THEREOF BLOCK 1 WOODLAWN PLACE 4TH. ADD.	210.40
LOT 19 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	573.40
LOT 20 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	261.25
LOT 21 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	142.00
LOT 22 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	226.60
LOT 23 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	215.80
LOT 24 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	298.60
LOT 25 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	431.80
LOT 26 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	275.20
LOT 27 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	212.20
LOT 2 BLOCK 2 WOODLAWN PLACE 4TH. ADD.	313.00
LOT 3 BLOCK 2 WOODLAWN PLACE 4TH. ADD.	241.00
LOT 6 BLOCK 2 WOODLAWN PLACE 4TH. ADD.	345.40
LOT 7 BLOCK 2 WOODLAWN PLACE 4TH. ADD.	444.40
LOT 8 & PT LOT 9 BEG NW COR S 115 FT WLY 23 FT TO SE COR LOT 8 NELY 114.47 FT TO BEG BLOCK 2 WOODLAWN PLACE 4TH. ADD.	295.00
LOT 11 BLOCK 2 WOODLAWN PLACE 4TH. ADD.	212.20
LOT 12 EXC BEG NE COR W 128 FT S 34.88 FT E 66.08 FT SELY 17.54 FT S 12.15 FT E 48.94 FT TO E LI N 56.18 FT TO BEG BLOCK 2 WOODLAWN PLACE.	212.20
LOT 14 EXC BEG NE COR SLY 60.86 FT WLY 54.48 FT NLY 12.6 FT NW 59.88 FT TO N LI LOT 14 E 94.6 FT TO BEG BLOCK 2 WOODLAWN PLACE 4TH. ADD.	318.40
THAT PART LOT 14 BEG NE COR SLY 60.86 FT WLY 54.48 FT NLY 12.6 FT NW 59.88 FT TO N LI LOT 14 E 94.6 FT TO BEG BLOCK 2 WOODLAWN PLACE 4TH. ADD.	232.00
LOT 15 BLOCK 2 WOODLAWN PLACE 4TH. ADD.	194.20
BEG NE COR LOT 5 SELY 85.35 FT WLY 59 FT NWLY TO PT 48.1 FT W OF BEG E TO BEG BLOCK B TIMBROOK ADD.	431.80
LOT 27 BLOCK 1 2ND. ADDITION TO CEDAR RIDGE	250.00

LOT 28 BLOCK 1 2ND. ADDITION TO CEDAR RIDGE	160.00
LOT 30 BLOCK 1 2ND. ADDITION TO CEDAR RIDGE	156.40
LOT 2 BLOCK 2 2ND. ADDITION TO CEDAR RIDGE	334.60
LOT 3 BLOCK 2 2ND. ADDITION TO CEDAR RIDGE	359.80
LOT 4 BLOCK 2 2ND. ADDITION TO CEDAR RIDGE	442.60
LOT 7 BLOCK 2 2ND. ADDITION TO CEDAR RIDGE	258.20
LOT 13 BLOCK 1 NORTHBROOK 3RD. ADD.	655.00
LOT 16 BLOCK 1 NORTHBROOK 3RD. ADD.	619.00
LOT 17 BLOCK 1 NORTHBROOK 3RD. ADD.	208.60
LOT 18 BLOCK 1 NORTHBROOK 3RD. ADD.	372.40
LOT 1 EXC S 125 FT E 129.13 FT THEREOF DAVIS-MOORE 9TH. ADD.	182.50
LOT 1 KENSINGTON GARDENS	753.20
RESERVE A EXC TH PT BEG NW COR LOT 1 TH W 560 FT TO ELY ROW LI GREENWICH RD N 574.73 FT TO SLY ROW LI K-96 HWY NELY 114.17 FT E 411.71 FT ELY 255.05 FT SELY 273.06 FT SELY 182.74 FT NELY 30 FT SELY 52.59 FT S 515.78 FT W 702.02 FT TO BEG & EXC BEG EASTERN MOST NE COR LOT 2 BLOCK 1 WICHITA CROSSING ADDITION TH NWLY ALG EXT LI LOT 2 10.97 FT TO SLY ROW LI K-96 HWY SELY 133.48 FT SELY 80 FT NWLY 78.54 FT NWLY 128.97 FT TO BEG KENSINGTON GARDENS ADD	5854.75
S 240 FT E 230 FT LOT 1 BLOCK 1 MANHATTAN ADDITION	922.10
TH PT LOT 12 BEG NE COR W 128 FT S 34.88 FT E 66.08 FT SELY 17.54 FT S 12.15 FT E 48.94 FT TO E LI N 56.18 FT TO BEG BLOCK 2 WOODLAWN PLACE 4TH ADD	221.20
THAT PART LOT 3 BEG SE COR NE 135 FT TO NE COR TH NW 44.28 FT SW 141.27 FT TO SWLY LI TH SE ALG CUR 56.08 FT TO BEG BLOCK 8 1ST. ADD. TO CRESTVIEW HEIGHTS	161.80
THAT PART LOT 13 BEG NE COR S 57 FT W 47.85 FT N 6.55 FT W 3.70 FT N 5.97 FT W 0.44 FT NWLY 17.31 FT W 63.15 FT TO W LI N 34.18 FT TO NW COR E 128 FT TO BEG BLOCK 2 WOODLAWN PLACE 4TH ADD	563.20
LOT 1 BLOCK 1 VILLAGE AT GREENWICH ADD	974.50

SECTION 5. The costs of constructing, reconstructing, and repairing abutting sidewalks hereof have been financed out of funds provided for in the maintenance of street general improvement fund. The sums so assessed and apportioned against the several lots and parcels of land as set out in Section 1 through Section 6 hereof and not paid within thirty (30) days from the date of publication of this ordinance shall be collected by special assessment upon the property liable therefor in five installments, the first of said installments to be extended upon the tax roll for the year **2016**, and one installment for each year thereafter for the full term of five years, each special installment shall include interest at the rate not to exceed the rate allowed by law and authorized by the City of Wichita Charter Ordinance No. 88 for projects funded from the maintenance of streets general improvement fund. Special assessment installments shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes.

SECTION 6. This ordinance shall take effect and be in force from and after its passage and publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **15th** day of **March, 2016**.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:



Jennifer L. Magana, City Attorney and Director of Law

City of Wichita
City Council Meeting
March 1, 2016

TO: Mayor and City Council

SUBJECT: Partial Loan Forgiveness Request, Home Repair Program
(District I)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the partial loan forgiveness request, provided a sale closes within 90 days, with all net proceeds from an approved sale to be paid to the City, and authorize the necessary signatures.

Background: The Housing and Community Services Department provides loans for home repair and/or rehabilitation assistance through the Home Repair program. In most cases, the loans are zero-interest with payments deferred. Loans can be provided for as little as \$500 for emergency assistance needs and for as much as \$35,000 for whole-house rehabilitation. The current program design was implemented in 2006, and provides for forgiveness of Emergency Assistance and Minor Home Repair deferred loans of less than \$5,000, after a period of five years. Deferred loans of amounts between \$5,000 and \$35,000 provided for whole-house rehabilitation are partially forgiven after a period of five years.

Analysis: Between November 25, 1998 and October 18, 2002, a total of \$11,842 in deferred payment loans were extended to Rudolph and Almedia Austin, for home repair needs in connection with their single-family residence located at 1515 N. Hillside. The loans are secured by mortgages on the property and include no forgiveness provisions. Mr. and Mrs. Austin have entered into a contract to sell the property, as it is no longer fit for occupancy, and they cannot afford to repair and maintain it.

According to the Sedgwick County Appraiser, the value of the property with improvements is \$26,800, and it is designated to be in “Fair” condition. The 2013, 2014, and 2015 real estate taxes have not been paid. An inspector from the Housing and Community Services Department’s Home Improvement Program recently inspected the home and found it to be in unsound condition. Serious foundation issues were noted. The west foundation wall is leaning outward at approximately 80 degrees and the center of the north foundation wall has collapsed, and has rolled outward. The top of the west basement wall has rolled outward, above the soil line, and bulges below the soil line. The retaining wall for the partial crawl space has collapsed, causing soil from the crawl space to slide into the basement area. The rim joist on all three basement walls is rolling outward, which could result in collapse of a floor joist. The foundation issues have caused severe cracking of the front living room wall, to the extent that the door will not close properly. In addition, the sanitary sewer stack in the basement has broken and has pulled away from the toilet drain line. All exterior paint is deteriorated, and the cedar shake siding is curling and cracking. Staff estimates the cost of repairs to make the home habitable to be approximately \$30,000 to \$35,000. Most of this expense would involve foundation repairs.

Mr. and Mrs. Austin have received an offer of \$4,000, and have requested forgiveness of the outstanding loans that cannot be repaid from the proceeds of the sale. The buyer intends to rehabilitate the home so as to make it habitable. Staff recommends that the owner be allowed to proceed with the sale, so as to minimize the possibility of continued vacancy and vandalism for an extended period of time.

Financial Considerations: Under the proposed arrangement, the City will forgive remaining loan balances upon receipt of the net proceeds of the sale. The proceeds of the sale will be used to cover costs associated with the sale, including closing fees, title insurance, and pro-rated taxes. Net proceeds of the sale are estimated to be \$2,600. There are no general funds involved in the transaction.

Legal Considerations: Upon receipt of the net proceeds and forgiveness of outstanding loans, the City will prepare documents necessary to release the mortgage liens on the property, to be filed of record by the closing agent.

Recommendations/Actions: It is recommended that the City Council approve the partial loan forgiveness request, provided a sale closes within 90 days, with all net proceeds from an approved sale to be paid to the City, and authorize the necessary signatures.

Attachments: None.

Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Financial Considerations: There are no financial considerations associated with the plat.

Legal Considerations: The Law Department has reviewed and approved the Restrictive Covenant for Future Joint Access Easement, Drive Approach Closure Certificate, Sidewalk Certificate, Restrictive Covenant and Avigational Easement as to form and the documents will be recorded with the Register of Deeds.

The Law Department has reviewed and approved the Ordinance as to form.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures, and place the Ordinance on first reading. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Attachments: Restrictive Covenant for Future Joint Access Easement
Drive Approach Closure Certificate
Sidewalk Certificate
Restrictive Covenant
Avigational Easement
Ordinance

**RESTRICTIVE COVENANT
FOR FUTURE JOINT ACCESS EASEMENT**

THIS RESTRICTIVE COVENANT made this 11th day of February 2016, by RCP Development, LLC, hereinafter called "Declarant",

WITNESSETH

WHEREAS, RCP Development, LLC, is the owner of the following described real property, to-wit:

Lot 1, Block 1, Rib Crib Wichita Addition

and

WHEREAS, the aforesaid plat contains provisions for access control along Taft as recommended by the Metropolitan Area Planning Commission,

and

WHEREAS, as a platting requirement of the Wichita/Sedgwick County Planning Commission, the Declarant hereby conditionally agrees to execute a future joint access easement along the east boundary line of Rib Crib Wichita Addition for the benefit of said Addition and the property immediately adjacent to the east (Dugan Centre 3rd Addition), and close the easterly driveway along Taft.

NOW, THEREFORE, Declarant hereby declares the following:

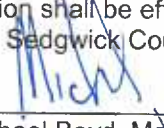
1. The Declarant acknowledges their willingness to close the easterly driveway along Taft and grant a joint access easement with the owner of the property immediately adjacent to the east of Rib Crib Wichita Addition at some future date if said adjacent property is replatted or subject to a zone change and if, during that replatting or zone change process, a mutually agreeable joint access agreement is executed between the Declarant and the owner of said adjacent property.
2. The Declarant hereby acknowledges their conditional willingness to grant a joint access easement, if mutually agreeable terms to such a joint access agreement are consummated between the Declarant and the owner of said adjacent property, over the following portion of said Rib Crib Wichita Addition, to-wit:

The north forty-seven (47) feet of the east two hundred twenty-four (224) feet of said Lot 1

Upon execution of a joint access easement, the Declarant and the adjacent property owner shall define how initial costs for construction and/or modifications to an existing drive, and long term maintenance costs shall be allocated.

This Restrictive Covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in title for the above described real property located in Sedgwick County, Kansas.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita and/or County. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

By: 
Michael Boyd, Manager,
RCP Development, LLC

STATE OF KANSAS)
COUNTY OF SEDGWICK)SS:
)

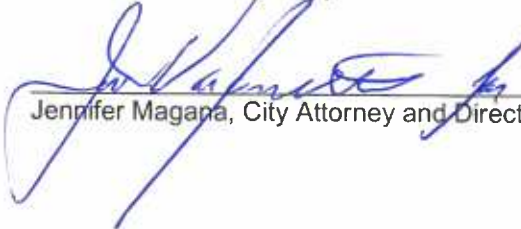
BE IT REMEMBERED, that on this 11th day of February 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Michael Boyd, personally known to me to be the same person who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.


Notary Public

(My Commission Expires: May 5, 2017)

APPROVED AS TO FORM:


Jennifer Magana, City Attorney and Director of Law



DRIVE APPROACH CLOSURE CERTIFICATE

Sedgwick County)
) SS
State of Kansas)

RCP Development, LLC, owner of that certain real property to be known as Lot 1, Block 1, Rib Crib Wichita Addition, Wichita, Kansas, is in the process of platting said property, and does hereby acknowledge that in accordance with the requirements of the platting process as set forth by the City of Wichita, any existing drive approaches on Taft Avenue and Ridge Road, per said platting requirements, shall be closed.

This is to place on notice the owner(s) of the above-described property and subsequent owners thereof that, as a result of the above-cited platting requirements, said owner and subsequent owners thereof are responsible for seeing that such drive approach or approaches are removed and closed per City of Wichita's specifications for such work, and that sufficient guaranty of such closures, in a form acceptable to the City of Wichita (e.g. - bond, cash, letter of credit, etc.) and/or acknowledgement that the City of Wichita may withhold the issuance of an occupancy permit for any future building construction, will be a pre-condition of the issuance of any future building permit for all development on the above-described property.

Signed this 11th day of February, 2016.

By: 

Michael Boyd, Manager
RCP Development, LLC

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 11th day of February, 2016, before me, the undersigned, a Notary Public in and for the State and County aforesaid, came Michael Boyd to me personally known to be the person who executed the foregoing instrument, and duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

(SEAL)



Carol M. Schulze

Notary Public

My Appointment Expires: May 5, 2017

APPROVED AS TO FORM:

Jennifer Magana
Jennifer Magana, City Attorney and Director of Law

SIDEWALK CERTIFICATE

CITY OF WICHITA)
STATE OF KANSAS)SS
COUNTY OF SEDGWICK)

I, Michael Boyd, Manager, RCP Development, LLC, do hereby acknowledge that in accordance with the requirement of the WSCMAPD Subdivision Regulations and the Sidewalk Ordinance of the City of Wichita, construction of sidewalk is required at the following location:

Lot 1, Block 1, Rib Crib Wichita Addition

This is to place on notice all owners of the above-described property and subsequent owners thereof that, as a result of the above-cited regulations and ordinances, said owners and subsequent owners thereof are responsible for seeing that sidewalks are installed or guaranteed by cash or other acceptable financial means as a precondition of the issuance of a building permit for all development occurring on the above-described property.

Signed this 11th day of February, 2016.

By: _____


Michael Boyd, Manager,
RCP Development, LLC

State of Kansas)
) SS:
County of Sedgwick)

BE IT REMEMBERED that on this 11th day of February 2016
before me, a Notary Public, in and for the County and State aforesaid, came Michael Boyd personally known to me
to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged to
me the execution of the same.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the day and year last above written.

SEAL



My Commission Expires. _____

Carol M. Schulze
Notary Public

APPROVED AS TO FORM:

Jennifer Magana
Jennifer Magana, City Attorney and Director of Law

RESTRICTIVE COVENANT

THIS DECLARATION made this 11th day of February, 2016 by RCP Development, LLC, WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

Lot 1, Block 1, Rib Crib Wichita Addition

WHEREAS, the Declarant's property is located near Wichita Dwight D. Eisenhower National Airport and is accordingly subject to considerable noise from the operation of aircraft which may infringe upon the enjoyment of said property and may affect the health and/or well being of the property's users, and

WHEREAS, the City of Wichita, in connection with approval of the plat of said addition, shall require that proper consideration be given to abate outside noise pollution within buildings constructed on said property:

NOW, THEREFORE, Declarant hereby declares that Rib Crib Wichita Addition, Wichita, Sedgwick County, Kansas, shall be and the same is subjected to the following restrictive covenant, to wit:

That any structure constructed on the premises shall be so designed and constructed as to minimize outside noise pollution in compliance with applicable City of Wichita and/or Sedgwick County codes and with due consideration given to the intended use of the structure. This covenant is for the benefit of said property and shall run with the land and shall inure to the benefit of and pass with said property and shall be binding upon the successors and assigns, jointly and severally, by these presents.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita and or County. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

Executed the date and year first above written.

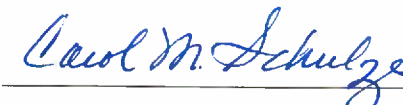
By: 

Michael Boyd, Manager
RCP Development, LLC

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 11th day of February, 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Michael Boyd, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same, for and on behalf of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

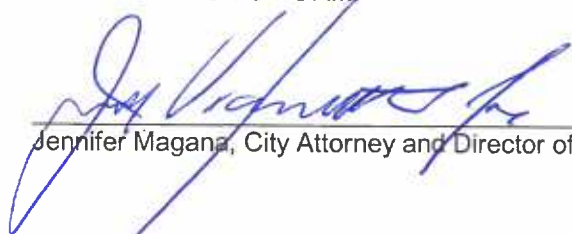

Notary Public

(My Commission Expires: May 5, 2017)

SEAL



APPROVED AS TO FORM:


Jennifer Magana, City Attorney and Director of Law

AVIGATIONAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, this 11th day of February 2016, RCP Development, LLC, GRANTOR hereof, does hereby grant a permanent Avigational Easement to the public authority authorized by Law to own and operate public-owned airports in Sedgwick County, Kansas, for the use of "Navigable Airspace" as defined by the Federal Aviation Act of 1958, over all the following-described real estate, to-wit:

LEGAL

By virtue of this easement, the grantor, for and on behalf of the Grantor and all successors in interest to any and all of the real property above-described, waives as to the public authority only any and all claims for damage of any kind whatsoever incurred as a result of aircraft using the "Navigable Airspace" granted herein. This easement does not grant or convey any surface use rights nor is it to be construed to grant any right to private persons or corporations.

"Navigable Airspace" means air space above the minimum altitudes of flight prescribed by regulations issued under the Federal Aviation Act of 1958, Section 101 (24) 49 U.S. Code 1301, and shall include air space needed to insure aircraft safety during take-off and landing.

To have and to hold said easement forever.

EXECUTED the day and year first above written.

By: 

Michael Boyd, Manager
RCP Development, LLC

SEDGWICK COUNTY

BE IT REMEMBERED, that on this 11th day of February 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Michael Boyd, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same, for and on behalf and as the act and deed of said unified school district.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

(My Commission Expires: May 5, 2017)

Carol M. Schulze
Notary Public

APPROVED AS TO FORM:

Jennifer Magana, City Attorney and Director of Law



Published in The Wichita Eagle on WP

ORDINANCE NO. 50-158

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

**BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.**

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2015-00045

Zone change request from Single-Family Residential (SF-5) to Limited Commercial (LC) on property described as:

Rib Crib Wichita Addition, Wichita, Sedgwick County, Kansas.

Generally located East of South Eisenhower Airport Parkway, on the South Side of West Taft Avenue.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 8th day of March 15, 2016.

ATTEST:

Karen Sublett, City Clerk

Jeff Longwell, Mayor

(SEAL)

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

**City of Wichita
City Council Meeting
March 1, 2016**

TO: Wichita Airport Authority

SUBJECT: Hangar Dynamix, LLC
Commercial Hangar Operator Use and Lease Agreement
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the agreement.

Background: Andre Grosvenor, owner and operator of Aviation Dynamix, has been in the aviation industry for over 25 years. That firm, which is currently located off the Airport, manages and coordinates the worldwide movement of aircraft for customers. The company also provides training services for professional pilots, as well as contract pilot services. A new company called Hangar Dynamix, LLC has been formed to own and operate a commercial hangar.

Analysis: Hangar Dynamix desires to relocate the business to Wichita Dwight D. Eisenhower National Airport and to lease 53,571 sq. ft. of land for the purpose of constructing a hangar with office space. The hangar will be located at the east side of the Airport near Harry Street and Airport Road and will be subleased to others for aircraft storage and related aviation business activities. The estimated construction cost to build the hangar is \$2 million. The hangar will be built with private financing from the tenant, and will be approximately 22,500 square feet in size. The initial term of the lease is 20 years with two, five-year option terms. In accordance with existing Wichita Airport Authority (WAA) policy, the facilities will be owned by WAA.

Financial Considerations: The land rental rate of \$0.2081 per sq. ft. will result in new initial annual revenue to the WAA of \$11,148 for use of the land. The land rental rate will increase five percent for every five-year period, which is consistent with the WAA's published land rental rate schedule.

Legal Considerations: The agreement has been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the agreement and authorize the necessary signatures.

Attachment: Agreement.



WICHITA AIRPORT AUTHORITY

LEASE AGREEMENT

By and Between

**WICHITA AIRPORT AUTHORITY
Wichita, Kansas**

and

HANGAR DYNAMIX, LLC

**Commercial Hangar Operator
Wichita Dwight D. Eisenhower National Airport
Wichita, Kansas**

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THIS LEASE AGREEMENT ("Agreement") is entered into this March 1, 2016, between The Wichita Airport Authority, Wichita, Kansas ("LESSOR") and Hangar Dynamix, LLC, Federal Tax Identification #47-5426253 ("LESSEE").

WHEREAS, LESSOR is a quasi-governmental entity authorized under the laws of the State of Kansas to own and operate one or more airports, with full, lawful power and authority to enter into binding legal instruments by and through its governing body; and

WHEREAS, LESSOR owns, operates, regulates, administers, and maintains the campus of Wichita Dwight D. Eisenhower National Airport ("Airport"); and

WHEREAS, LESSEE is an individual, or an entity authorized to operate in the state of Kansas that desires to lease a parcel of land defined below on the campus of the Airport from LESSOR under the terms and conditions set forth below in this Agreement for the purpose of constructing a commercial hangar by LESSEE on the Premises;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, LESSOR and LESSEE do hereby covenant and agree as follows:

1. PREMISES

LESSOR agrees to let to LESSEE, and LESSEE does hereby rent from LESSOR certain real property located at 1610 N. Airport Road, consisting more or less of 53,571 sq. ft. of land ("Premises), as set forth and shown on the attached Exhibit "A". The Premises shall include the land and any facilities, structures and improvements located and constructed on the land.

The taking of possession of the Premises by LESSEE shall in itself constitute acknowledgement that the Premises are in good and tenantable condition, and LESSEE agrees to accept Premises in its presently existing condition, "as is," "where is," and that LESSOR shall not be obligated to make any improvements or modifications to the Premises.

During the Term of this Agreement, LESSOR may re-measure various areas within and around the Premises, in an effort to more accurately reflect improvements, additions and modifications. In the event the square footage of the Premises identified herein differs from the Premises square footage determined by such re-measurement, the parties agree to enter into an amendment to this Agreement to modify the Premises description to reflect the actual square footage of the Premises subject to the provisions of this Agreement. If the actual square footage of the Premises is determined to differ from than the square footage of the defined Premises the current fees and charges shall be re-calculated. Thereafter, LESSEE's monthly fees and charges shall be based

upon the re-measured square footage. The parties agree that any increase or decrease in the monthly fees and charges payable resulting from re-measurement of the Premises shall not be applied retroactively. The Director may execute an amendment to this Agreement on behalf of LESSOR to reflect the adjusted monthly fees and charges.

2. INITIAL TERM

The term of this Agreement shall commence on March 1, 2016, and shall continue for a period of twenty-five years ("Initial Term"), with the Initial Term expiring on February 28, 2041, unless otherwise terminated under provisions agreed to herein.

3. OPTION TERMS

This Agreement may be renewed at the LESSEE's option for one (1), five (5) year period ("Option Term"), provided LESSEE is not in default hereunder beyond any applicable grace or cure periods in Rent or other payments to LESSOR at the time notice requesting exercising an Option Term is given.

If LESSEE wishes to exercise the Option Term, written notice shall be submitted to LESSOR no less than ninety (90) days prior to the expiration of the Initial Term. If LESSEE is in default of any obligation under this Agreement then any notice attempting to exercise the Option Term shall be void.

The Option Term shall commence on March 1, 2041, and expire on February 28, 2046.

The Initial Term and any Option Term are sometimes collectively referred to herein as the "Term."

4. LAND RENT DURING INITIAL TERM

Upon commencement of this Agreement, LESSEE shall pay to LESSOR Land Rent for the Premise described in Section 1. The Land Rent shall be calculated as follows:

INITIAL TERM					
1610 N. Airport Road – 53,571 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
3/1/2016	-	2/28/2021	.2081	11,148.12	929.01
3/1/2021	-	2/28/2026	.2185	11,705.28	975.44
3/1/2026	-	2/28/2031	.2294	12,289.20	1,024.10
3/1/2031	-	2/28/2036	.2409	12,905.28	1,075.44
3/1/2036	-	2/28/2041	.2529	13,548.12	1,129.01

5. FACILITY RENT DURING OPTION TERM

Facility rental for all facilities shall commence at the beginning of the Option Term. Facility rental for all facilities, structures, fixtures and improvements on the real estate during the Option Term period, if exercised, shall be set at the then-current market value of such facilities, structures, fixtures and improvements as determined by a single independent third-party licensed and accredited commercial property appraiser with offices in Wichita, Kansas, and experience with the local commercial property market. The appraiser shall be selected by agreement of the parties. In the event that the parties cannot agree on this selection within 15 days after notice is given for exercise of the Option Term, then this appraiser role shall be filed by designation of the chairperson of the board of appraisers issuing the most recently completed condemnation action filed by the City of Wichita. The valuation established by the selected or designated appraiser shall be conclusive on the parties.

6. LAND RENT DURING OPTION TERM

OPTION TERM					
1610 N. Airport Road – 53,571 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
3/1/2041	-	2/28/2046	.2655	14,223.12	1,185.26

7. OTHER FEES AND CHARGES

It is understood and agreed by LESSEE that LESSOR may assess fees and charges to LESSEE according to rates established by LESSOR's Schedule of Fees and Charges. Such Schedule shall be amended from time to time by action of the LESSOR.

8. PAYMENT PROCEDURE

LESSEE shall pay to LESSOR in advance on the first day of each month, without demand or invoicing, for rental for the Premises as set forth herein. LESSEE shall pay to LESSOR all other fees within thirty (30) days of the date of invoices of all amounts due as set forth in this Agreement. In the event LESSEE fails to make payment within ten (10) days of the dates due as set forth in this Agreement, and after LESSOR has provided LESSEE with written notice and LESSEE does not make payment within seven (7) calendar days after the date said notice is received, then LESSOR, may charge LESSEE a monthly service charge of twelve percent (12%) on an annual basis for any such overdue amount, unless a lesser sum is set as the maximum allowable under state statutes on any such overdue amount, plus reasonable attorneys' and administrative fees incurred by LESSOR in attempting to obtain payment. If LESSOR does not receive payment within seven (7) days of the date of receipt of said written notice, then the monthly service charge shall retroactively commence on the date the payment was originally due.

LESSEE shall make all payments to the Wichita Airport Authority and in a form acceptable to LESSOR. ACH direct deposit is preferred. Bank account and routing information is available upon request. Payments made by check shall be delivered or mailed to:

Wichita Airport Authority
2173 Air Cargo Road
Wichita, Kansas 67209

or such other address as designated in writing.

Bills, notices and invoices may be delivered to the LESSEE by mail or personal delivery at:

Hangar Dynamix, LLC
7310 East Kellogg
P.O. Box 783250
Wichita, Kansas 67235

Or

hangardynamix@gmail.com (email address)

or such other address as designated in writing.

9. LESSEE'S IDENTITY

LESSEE must be a natural person or an entity, firm, company, corporation, partnership, limited liability company, or a joint venture which has substance under State of Kansas Law and a specific legal identity and business purpose as registered with the Secretary of State in the LESSEE's state of business residence.

10. PERMITTED USE OF PREMISES

Upon performance of all provisions contained in this Agreement, LESSEE, as a Commercial Hangar Operator ("CHO"), shall have the right of use of the Premises to develop, operate and maintain hangar and support facilities for the purpose of furnishing to the public aircraft storage hangar facilities on a long-term rental/sub-lease basis in compliance with the LESSOR's Minimum Standards for Aeronautical Activity as set forth and shown on the attached Exhibit "B" (incorporated by reference). Other commercial activities or services, including but not limited to flight training, aircraft charter, aircraft maintenance, aircraft and components sales may be permitted if the proposed commercial activity will meet all requirements of the Minimum Standards for Aeronautical Activity, appropriate space is available, proper parking is developed, and security/access controls are established.

LESSEE shall have the right of ingress and egress, in common with others, for both vehicles and aircraft, for the benefit of its employees, invitees, contractors, subcontractors, agents and representatives, to be exercised in a reasonable manner. This right of ingress and egress is granted for activities incidental or related to LESSEE'S approved activities, and for no other purposes except as may be approved in writing by LESSOR. This right is subject to federal, state and local security and safety requirements and standards. As required by Kansas state statute and the City of Wichita Charter Ordinance, it is understood and agreed that the Premises shall be used and occupied only for aviation purposes or purposes incidental or related thereto in support of CHO activities.

LESSEE recognizes that other tenants now and hereafter may occupy other portions of the Airport, and that such other tenants shall have the right to use public roadways, streets, ramps, taxiways, runways, access gates, lighting, beacons, navigational aids, or other conveniences for aeronautical operations, and these common facilities are not under an exclusive use lease; and LESSEE shall conduct its operations in such a manner as to not impede access by others to these common facilities, nor in any other way interfere with, nor disrupt the business of other tenants or the quiet enjoyment of their leasehold interests at the Airport. LESSEE recognizes that this right of quiet enjoyment and unimpeded access extends to all tenants equally.

LESSOR reserves the right to grant and/or permit other parties the right to use any portion of the Airport, except that described in Section 1, PREMISES, for any permitted purpose, and upon any fair and non-discriminatory terms established by the LESSOR.

11. PROHIBITED USE OF PREMISES

The Premises shall not be used for any purpose not expressly authorized in Section 10, Permitted Use of Premises. The following operations, services and concessions shall be specifically prohibited on or from the Premises or any other location at the Airport:

- (a) Commercial catering, restaurant and/or lounge concessions.
- (b) Commercial (for hire) ground transportation;
- (c) Commercial "paid" parking;
- (d) Commercial hotel or lodging;
- (e) Commercial outdoor advertising;
- (f) Sale or lease of non-aviation products and services;
- (g) Sale of aviation fuels, or other fuel or lubricant products;
- (h) Sale of airframe and powerplant maintenance or modification services;
- (i) Sale of aircraft, airframe, powerplant or accessory parts and components;

- (j) Any services associated with or resembling fixed-base operation services;
- (k) Revenue-producing communication systems or systems not directly applicable to LESSEE's operations on the Premises;
- (l) Automobile rental service;
- (m) Any activity considered by LESSOR to not be aviation purposes or purposes incidental or related thereto.

LESSEE, its affiliated entities, subsidiaries, employees, agents, representatives, contractors, and subcontractors, shall not transact or otherwise engage in any other activities, business, and/or services on or from the Premises, except as described in this Agreement, unless such is provided for by a separate written approval, or amendment to this Agreement, and subject to approval by LESSOR.

No tenant has the right to overhang or otherwise invade by vegetation, equipment, improvements, any part of an aircraft the leasehold premises of any other tenant or the vertical areas there above commencing at the property lease line and all areas therein. This prohibition applies to both permanent and transitory invasions. The sole exception to this provision shall be for the navigational easement, described in the Airspace and Easement for Flight provisions of Section 52 General Provisions, granted to airborne aircraft.

The LESSEE shall not perform, or allow to be performed any engine "run-up" in excess of fifty percent (50%) power level on the Premises.

12. NON-EXCLUSIVE USE OF CERTAIN FACILITIES

LESSOR grants the LESSEE, in common with other users, the non-exclusive use of the Airport and appurtenances, together with all facilities, improvements and services which are now, or may hereafter be provided at, or in connection with the Airport. This use is limited to the purposes for which such facilities were designed and constructed, and for no other purposes, and is available only from time to time and on a non-exclusive use basis, according to the discretionary operational decisions of LESSOR. These facilities include, but are not limited to roadways, streets, ramps, taxiways, runways, access gates, lighting, beacons, navigational aids, or other conveniences for aeronautical operations which are not exclusively leased areas of the LESSEE or of any other tenant on the Airport.

13. LESSEE'S RIGHTS AND PRIVILEGES

LESSEE shall have the following rights and privileges on the Premises and on the Airport:

- (a) The rights to install, operate, repair, and store upon the Premises the LESSEE's owned or leased aircraft and all personal property, equipment and fixtures directly related to and supporting the LESSEE's conduct of a CHO;
- (b) The right of ingress and egress to and from the Premises, which rights shall extend to LESSEE's invitees, contractors, subcontractors, agents, representatives and employees; subject, however, to all reasonable security regulations;
- (c) The right in common with others authorized to do so, to use the common areas of the Airport, consisting of but not limited to roadways, streets, ramps, taxiways, runways, access gates, lighting beacons, and navigational aids; and
- (d) The right to uninterrupted taxiway connection and access from the Premises to the LESSOR's air operations area ("AOA") connecting and adjacent to the Premises.

14. LESSOR'S RIGHTS AND PRIVILEGES

LESSOR expressly reserves from the Premises:

- (a) Mineral Rights. All gas, oil and mineral rights in and under the soil.
- (b) Water Rights. All statutory, exempt, vested, and granted appropriation rights for the use of water, and all rights to request further appropriations for the Premises.
- (c) Airspace. A public right of flight through the airspace above the surface of the Premises. This public right of flight shall include the right to cause or allow in said airspace, any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operation on the Airport. No liability on the part of LESSOR or any tenant will result from the exercise of this right.
- (d) Navigational Aids. The right to install, maintain and modify and/or permit others to install, maintain and modify on the Premises visual and electronic navigational aids.
- (e) Entry and Inspection of Premises. The right of LESSOR, its authorized officers, employees, agents, contractors, subcontractors, authorized government agents, or other representatives to enter upon the Premises:
 - (1) To inspect at reasonable intervals during regular business hours (or any time in case of emergency or lawful investigation) to determine whether LESSEE has complied, and is complying with the terms and conditions of this Agreement;

- (2) To inspect Premises, facilities, and equipment for compliance with laws, regulations and/or codes of the federal, state or local government, airport rules and regulations and airport standard operating procedures; and
- (3) To construct or erect new facilities, or to perform maintenance, repair, or replacement relating to the Premises or any facility thereon, as may be required and necessary, but LESSOR shall not be obligated to exercise this option.
- (f) Radio/Wireless Communication Systems. The right to approve or withhold approval of any use of fixed RF Systems for the transmission of radio frequency signals in/on the Premises.
- (g) General Provisions. The right to exercise any and all rights set out in Section 52, GENERAL PROVISIONS.
- (h) Signage. The right to enter onto the premises for installation, and the right to install any signage on the Premises required by law, order, rule, regulation, Airport Security Program or federal directive.

Provided that exercise by LESSOR of any such reserved rights (a) through (h) shall be without expense to the LESSEE and shall not unreasonably or materially interfere with LESSEE's use of the Premises and shall not delay LESSEE in the exercise of its rights or the performance of its duties hereunder or increase the costs of such performance.

15. NON-INTERFERENCE WITH AIRPORT OPERATIONS

LESSEE covenants and agrees that it shall not allow any condition on the Premises, nor permit the conduct of any activity on such Premises, which shall materially or adversely affect the development, improvement, operation, or maintenance of the Airport or its facilities, nor shall LESSEE use or permit the Premises to be used in any manner which might interfere with the landing and take-off of aircraft from the Airport or otherwise constitute a hazard to the general public, or to LESSOR's tenants or the customers, agents, invitees, contractors, representatives and employees of those tenants.

LESSEE covenants and agrees that it shall not allow any condition on the Premises, nor permit the conduct of any activity on such Premises, which shall materially or adversely affect, infringe upon, block or interrupt the operations and business activity of other airport tenant leaseholds.

16. COOPERATION WITH AIRPORT DEVELOPMENT

LESSEE understands and agrees that LESSOR may pursue Airport development, improvements and maintenance activities from time-to-time that may affect the Premises and other areas of the Airport. LESSEE agrees to work cooperatively and in good faith with the LESSOR and other tenants and contractors in development, improvement and maintenance activities to minimize any disruptions. If requested by the LESSOR, LESSEE shall cooperate with and assist the LESSOR to the greatest extent possible in the development and implementation of any plans, designs, ingress/egress, or transition that may arise in connection with such Airport development, improvement, and maintenance activities. LESSOR may temporarily or permanently close, re-route, or consent to the closing or re-routing of any method of ingress or egress on the Airport, so long as the means of ingress and egress to the Airport are maintained. LESSOR may temporarily close the runway, taxiways, ramps or portions thereof for purposes of maintenance, replacement, re-construction or expansion. Exercise by LESSOR of any such Airport development, improvement, or maintenance shall be without expense to LESSEE, but LESSEE shall not be entitled to any compensation for loss of revenue, business interruption, relocation, temporary storage rental, additional increased fuel costs, cycles on engines or any other expense attributable to the development, improvement, or maintenance on the Airport.

17. DESIGN AND CONSTRUCTION

LESSEE agrees to construct a 22,424 sq. ft. facility located at 1610 N. Airport Road on the Premises shown on the attached Exhibit "A". LESSEE warrants that the improvements, when completed, will be necessary or useful by LESSEE for activities allowed under this Agreement. LESSEE agrees to proceed diligently to complete the improvements. It shall be treated as an event of default under this Agreement if construction of the facility on 1610 N. Airport Road has not commenced within twelve (12) months from the commencement of the Term of this Agreement. Such failure to commence construction shall be treated as an event of default under Section 33, TERMINATION BY LESSOR. It shall be treated as an event of default under this Agreement if a Certificate of Occupancy is not issued by the City of Wichita for the facilities on 1610 N. Airport Road within twelve (12) calendar months from the issuance of construction notice-to-proceed. LESSOR may extend such time periods in writing at its complete discretion.

If the Agreement is terminated due to failure to commence or complete the construction as set forth in this Section, LESSEE shall, at LESSOR's election and at LESSEE's sole expense, be required to restore the Premises to a like and comparable condition as it existed at the commencement date of this Agreement. This restoration shall be completed within a time period of ninety (90) calendar days from expiration of LESSEE'S opportunity to cure as set out in Section 33, TERMINATION BY LESSOR. At the end of the ninety (90) day period described above, LESSOR shall be entitled to complete the restoration work at LESSEE'S expense, plus an additional twenty percent (20%) administrative fee to be paid by LESSEE directly to LESSOR. The parties recognize that the Premises are unique property of substantial value, and stipulate that injunctive relief is appropriate to enforce the provisions of this Section. At LESSOR's election, LESSOR shall have the option to complete the construction, utilizing the performance bonds to the extent available at LESSEE's sole expense, as set forth in Section 20, CONSTRUCTION COSTS in lieu of restoration.

LESSEE or designated representatives including the contractor and the consultants shall meet with LESSOR for a pre-design meeting to discuss the project, applicable criteria and standards, schedule, utility requirements, etc. LESSEE shall design and construct facilities and improvements on the Premises subject to the LESSOR'S express approval of LESSEE'S proposed plans and specifications. Any proposed changes prior to or during construction, shall be submitted to the LESSOR for review and approval. Such construction shall adhere to the terms of this Agreement and to any additional design and construction standards, Airport Standard Operating Procedures, Airport Minimum Standards, Airport Security Program, and any other applicable regulations, codes and requirements set out by LESSOR or any governmental agency, or unit. Plans and specification review submittals shall follow accepted practice for such deliverables, and the LESSOR shall provide comments, as applicable, on each submittal. Upon the LESSOR's reasonable request, the LESSEE shall provide additional or supplemental submittals, as may be reasonably required, to fully understand the proposed improvements. No above-ground wires or other utilities shall be installed on the Premises. LESSOR reserves the right to observe the work from time to time however this shall not take away from the LESSEE's responsibilities. Post construction documentation shall include a copy of all testing results and corrective actions taken.

LESSEE is responsible to retain the services of a Kansas registered land surveyor to develop a tract map with legal description and set the lease pins. Such tract map and legal description shall be provided to LESSOR for review and approval.

LESSEE shall construct and maintain, at its own expense, a concrete paved taxiway access to the Airport's existing taxiway system. LESSEE, at its own expense, shall install, at its option, either taxiway edge lights or reflectors along the concrete paved taxiway access connector, and, to the extent that LESSEE's construction activities require the relocation or replacement of any taxiway edge lights along Taxiway H, LESSEE shall reimburse LESSOR for its reasonable out-of-pocket costs associated with such relocation or replacement conducted by LESSOR's electrical contractor. All aircraft pavement provided by LESSEE shall be designed and constructed in full conformance with applicable LESSOR and Federal Aviation Administration ("FAA") standards for the largest type of aircraft capable of using the Premises. LESSEE shall warrant the work for two years from project completion and shall provide, on contractor and design consultant letterheads, assurances the work was constructed, inspected and successfully tested per the plans approved by the LESSOR when authorizing construction.

LESSEE shall move or remove the sewer line that is presently under the Premises.

LESSOR agrees, at its own expense, to 1) construct the primary electrical system from the LESSOR's electrical distribution system to the pad and transformer to be constructed by LESSEE as provided below, 2) construct the water main and fire hydrant, the sanitary sewer main with manholes, the 2" gas main running from east to west, and provide access for all utilities, including, without limitation, for water, communications, gas and electrical utilities, and moving the current feeder box, 3) reposition any current utilities or wires that cross under hangar or ramp areas, including, without limitation, the electrical lines servicing the T-hangars adjacent to the Premises, and 4) move the existing fence on the Premises and construct the permanent security fence and a 40' gate allowing access to the Premises. LESSOR agrees to coordinate with LESSEE'S contractor and consultants during installation and testing. LESSOR shall notify LESSEE in advance when testing is to occur. LESSOR shall warrant the work for two years from project completion and shall provide, on contractor and design consultant letterheads, assurances the work was constructed, inspected and successfully tested as designed and as approved by the LESSOR.

LESSEE agrees, at its own expense, to 1) construct the secondary electrical service to the Premises, including, without limitation, the transformer and transformer pad, 2) provide water service to the Premises running from the water main to be constructed by LESSOR, 3) construct a storm water sewer, 4) provide sanitary sewer service to the Premises, including an oil and water separator, running from the sanitary sewer main to be constructed by LESSOR, and 5) provide gas service to the Premises by constructing a 1 1/4" gas line running north to south from the 2" gas main to be constructed by LESSOR, and install a gas meter.

LESSEE agrees to install, at its own expense, a communication duct from the LESSOR's system to serve the Premises per the LESSOR'S standards. LESSEE shall warrant the work for two years from project completion and shall provide, on contractor and design consultant letterheads, assurances the work was constructed, inspected and successfully tested as designed and approved by the LESSOR. LESSOR will begin maintenance upon work completion and acceptance by the LESSOR.

LESSEE agrees to allow the LESSOR to install and maintain a CCTV camera on exterior of the structure for surveillance with the LESSEE providing the power for the system and an empty communication conduit for the LESSOR to then install the cable. LESSEE agrees not to tie into the camera system, since this camera installation shall be dedicated to general airport campus security and does not create a special duty on the part of LESSOR for the protection.

LESSEE shall provide a storm water management plan as part of the plan review process. Storm water management facilities shall be designed and maintained in accordance with guidelines established by the City of Wichita, the Wichita Airport Authority, and all federal agencies. No construction, development or subsequent activities shall be allowed to cause adverse drainage issues such as erosion, blocking the flow of water, etc. No runoff shall be allowed to leave the leasehold. LESSOR shall have the option to conduct such construction as needed to insure compliance with the storm water management plan. In the event of any negative impact due to LESSEE's construction, LESSOR shall be entitled to complete restoration work at LESSEE's expense, plus an additional twenty percent (20%) administrative fee to be paid by LESSEE directly to LESSOR. If LESSEE obtains the extension of ninety (90) days or more to remedy the damaging effects of stormwater flows, then LESSEE acknowledges and agrees to hold harmless and indemnify LESSOR from all claims of resulting damage, and for all administrative fines or penalties imposed due to such delay. Upon LESSOR approval of all plans and specifications and upon approval and issuance of required building permits by the Metropolitan Area Building and Construction Department, the LESSEE and LESSEE's employees, contractors, subcontractors, suppliers, agents, and/or representatives shall have the right to enter upon the Premises and commence construction. Stormwater best management practices shall be installed and maintained as required by LESSOR, and other federal, state, and local agencies having regulatory jurisdictional authority.

LESSEE agrees: (1) construction shall be administered and observed on-site by construction and/or design professionals according to the Job Site Requirement document to ensure compliance with the approved plans and specifications; (2) proposed construction modifications, amendments or changes to the LESSOR approved plans and specifications shall be submitted to LESSOR for prior approval; (3) to install a temporary security and/or construction barricade fence as directed by the LESSOR at LESSEE's expense (4) to repair or replace, at LESSEE's expense and to LESSOR's satisfaction, property damaged in the construction of the facilities and improvements by LESSEE, its contractors, agents or employees; and (5) to provide LESSOR, within thirty (30) days following occupancy of the facilities, a complete reproducible set of as-built record drawings, along with a certification of project costs for all permanent improvements. Upon completion of the facility, LESSEE shall furnish a letter to LESSOR warranting that: (1) the improvements have been completed in accordance with the approved plans and specifications; (2) the improvements have been completed in a good and skilled manner; (3) no liens have been filed, nor is there any basis for the filing of such liens with respect to the improvements; and (4) all improvements constituting a part of the project are located or installed upon the Premises. Inaccurate or false certifications under this Section shall be a breach of this Agreement which the parties agree may only be remedied by specific performance whenever discovered. LESSEE's obligation to cure deficiencies in the improvements to the Premises by performance in a good and skilled manner shall survive this Agreement.

Plan approval described in this Section shall not be deemed approval as required for the Zoning Code, Building Code, or any other approval required by the City of Wichita. LESSEE shall indemnify and hold the LESSOR harmless for any liability for regulatory or governmental approvals or the failure to obtain the same. LESSEE shall be responsible for obtaining all permits and approvals required for the construction, maintenance, operation and use of all facilities on the Premises. Improvements within the secured area and AOA shall conform to Federal Aviation Administration and Transportation Security Administration regulations, standards and criteria for design, construction, inspection and testing. LESSEE shall use reasonable efforts to coordinate the construction of the improvements with time schedules established by the LESSOR, should other construction be occurring at the Airport which may be impacted by this project.

18. FUTURE ALTERATION AND IMPROVEMENT STANDARDS

Once the initial improvements are completed, LESSEE may, with prior written approval of LESSOR, and by lease amendment, if appropriate, add to, improve, or alter the Premises subject to all conditions set forth herein. Any such addition or alteration shall be subject to the same design, construction and use requirements established for initial construction as set forth in Section 17, DESIGN AND CONSTRUCTION. Any such addition or alteration must be designed and constructed in a manner that shall not weaken or impair the structural strength or reduce the value or functionality of the Premises or existing improvements thereon. It shall be the responsibility of LESSEE to file all necessary alteration and construction forms with the Director of Airports, as the LESSOR's representative, for submission to the Federal Aviation Administration or the Transportation Security Administration for approval.

19. CONSTRUCTION COSTS

LESSEE agrees to pay all costs incurred in connection with the construction of the new structures, facilities and improvements, and future additions, improvements and alterations, unless otherwise expressly agreed to in writing by the LESSEE and LESSOR. LESSEE agrees to make direct payment to all materials, product and service providers for all such costs as they are incurred. LESSEE shall have no right, authority, or power to bind LESSOR or any interest of LESSOR in the Premises, for the payment of any claim for labor or material or for any charge or expense incurred in the erection, construction, operation, or maintenance of said improvements and Premises.

Before beginning construction, LESSEE shall, by agreement with its contractor or otherwise, provide performance, labor and material payment bonds and statutory bonds with respect to any improvement that exceeds five thousand dollars (\$5,000) in cost constructed on the Premises in the full amount for the project contract. The general contractor under any such contract shall be the principal and a surety company or companies qualified to do business in Kansas shall serve as surety. Such performance, labor and material payment bonds shall name the Wichita Airport Authority and the City of Wichita, Kansas as the obligees. The statute of limitations on all such bonds shall be for a minimum of two (2) years from project completion. Satisfaction of this requirement shall not be the basis for an extension of the Section 17, Design and Construction, construction period.

For improvement that exceeds five thousand dollars (\$5,000) constructed on the Premises, LESSEE shall purchase and maintain a builder's risk insurance policy, or require its prime contractor to carry such policies, in a sum equal to the full project replacement value as set forth in Section 28, LIABILITY INSURANCE. Builder's Risk coverages shall be in effect from the date of the construction notice-to-proceed and continue in force until all financial interest ceases. LESSEE shall also purchase and maintain any other insurance policies described in Job Site Requirements document relating to construction of the Premises. All other coverages shall remain in force as described in the Job Site Requirement document. The Wichita Airport Authority and the City of Wichita shall be named as additional insured on such policies, and all policies shall be written by insurers subject to LESSOR's reasonable approval.

20. CONSTRUCTION INSPECTIONS

LESSOR shall have the right at any reasonable time prior to the completion of the construction of facilities and improvements and any future alterations and improvements thereto, to enter upon the Premises for the purpose of inspecting the construction thereof, to determine whether or not the improvements are being constructed substantially in accordance with the plans and specifications. If at any time during the progress of such construction, it is determined that the improvements are not being constructed substantially in accordance with the plans and specifications, upon receipt of written notice from the LESSOR, the LESSEE shall make or cause to be made such reasonable alterations as may be required to cause the improvements to substantially conform to the plans and specifications. However, LESSOR has no duty to undertake such inspections, and LESSOR shall not be held to any duty of care regarding such inspections, if conducted.

21. REMOVAL AND DEMOLITION

LESSEE shall not remove or demolish, in whole or in part, any improvements upon the Premises without the prior written consent of the LESSOR, which may, at its discretion, condition such consent upon the obligation of LESSEE replacing the same by a reasonable improvement specified in such consent. LESSEE shall obtain written consent before commencing demolition and restoration. Failure to obtain this consent shall entitle the LESSOR to such compensation as is necessary to restore the affected improvements.

22. TITLE TO FACILITIES, IMPROVEMENTS AND FIXTURES

It is understood and agreed that title to the Premises and to all existing and future structures, facilities, improvements and fixtures shall be, and shall remain, exclusively with LESSOR, the Wichita Airport Authority.

LESSEE shall, without cost to LESSOR, furnish and install all non-attached furniture, movable partitions, decorations, accessories, equipment, and tools necessary to conduct its business, which shall retain status as personal property even though temporarily affixed to the Premises. Title/ownership to non-attached personal property shall remain with LESSEE.

The term "fixtures", whenever used in this Agreement, shall be construed to include all structures and fixed systems and equipment erected or installed upon the Premises, all fencing, grading and pavement, all underground wires, cables, pipes, conduits, tanks, drains and drainages; and all other property of every kind and nature which is permanently affixed to the Premises, except LESSEE's personal property.

All facilities, structures fixtures and improvements, and alterations and additions to the Premises, excluding personal property of LESSEE, placed at the expense of LESSEE, shall remain upon and be surrendered with the Premises as a part thereof, on any termination of this Agreement, for any cause, and shall remain the property of the LESSOR.

23. LIENS

LESSEE shall take or cause to be taken all steps that are required or permitted by law in order to avoid the imposition of any lien upon the Premises or any improvements thereon. Should any lien be placed on the Premises or any improvements thereon, LESSEE shall cause to be removed any and all liens of any nature. This obligation includes, but is not limited to, tax liens and liens arising out of or because of any financing, construction or installation performed by or on behalf of LESSEE or any of its contractors or subcontractors upon LESSEE's Premises or arising out of or because of the performance of any work or labor to it or them at said Premises or the furnishing of any materials to it or them for use at said Premises. Should any such lien be made or filed, LESSEE shall bond against or discharge the same within thirty (30) days after actual notice of the same from any source, whether from LESSOR or otherwise, and provide written proof of discharge or bonding to LESSOR within that time. LESSEE acknowledges that LESSEE acquires no equity interest in the Premises, notwithstanding its construction of improvements on the Premises. Although such improvements accrue to the LESSOR, improvements are for the enhancement of LESSEE's use of the Premises. LESSEE has no

agency authority to act on behalf of LESSOR for any such construction. LESSEE may not mortgage or pledge as collateral its leasehold interest herein without the prior written consent of the LESSOR.

LESSOR may consent, upon LESSEE's written request, to an assignment of rents to a governmentally regulated and insured commercial lender as partial security for financing of LESSEE's activities on the Premises, which assignment is intended to be a present transfer to such lender of all of LESSEE's rights to collect and receive rents and charges from approved users, operators, sublessees and permittees. Lender(s) shall have no rights to assign this Agreement or sublease the Premises without the prior written consent of the LESSOR as required under Section 26, ASSIGNMENT and Section 27, SUBLEASING, PERMITTING AND CONTRACTING. Upon LESSEE's written consent LESSOR agrees to give Lender(s) notice of any default or termination of the Agreement, and allow Lender(s) the same opportunity as the LESSEE under the Agreement to correct any condition or cure any default. Nothing in this Section is intended to relieve the LESSEE of its obligations under this Agreement.

24. TAXES, LICENSES AND PERMITS

LESSEE agrees to pay all present and future taxes or, in lieu of taxes, special assessments now or hereafter levied or assessed (1) upon the Premises and facilities, (2) upon property owned or possessed by LESSEE and situated on the Premises, and (3) upon LESSEE's interest in or use of the Premises. LESSEE shall defend, indemnify and save LESSOR and the City of Wichita, Kansas harmless from any claims or liens in connection with such taxes, obligations in lieu of taxes or assessments.

LESSEE shall promptly pay all taxes, excises, license fees and permit fees of whatever nature applicable to its operation on the Premises. LESSEE may elect, however, at its own cost and expense, to contest any such tax, excise, levy, or assessment. LESSEE shall keep current all Federal, State or local licenses, operating certificates or permits required for the conduct of its operations. LESSEE represents and warrants to LESSOR that it has obtained all license, franchise, operating certificates or other agreements or permits necessary to operate LESSEE's operation in accordance with the terms of this Agreement, and LESSEE covenants to keep all such licenses, franchises, permits, operating certificates and other agreements in full force and effect during the Term of this Agreement.

LESSEE shall pay all lawful taxes and assessments which, during the Term hereof, may become a lien upon or which may be levied by the State, County, City or any other tax levying body, upon the leased Premises or upon any taxable interest of LESSEE acquired in this lease agreement, or any taxable possessory right which LESSEE may have in or to the leased Premises, including any improvements or facilities located on the Premises. LESSEE shall also pay all lawful taxes and assessments on taxable property, real or personal, owned by LESSEE in and about said Premises. Nothing in this Section shall prevent LESSEE from contesting the legality, validity or application of any such tax or assessment to the full extent LESSEE may be lawfully entitled so to do.

25. UTILITIES

Except as provided in Section 17, LESSEE shall pay all costs for utility services (whether for installation, service, administration, connection, or maintenance thereof) used by LESSEE at or upon the Premises with no responsibility or expense accruing or ascribed to LESSOR, including all permits, licenses or authorizations necessary in connection therewith. Such payments by LESSEE shall be made directly to the utility supplier or service provider, except that if such utilities should be supplied by the LESSOR, then in this event, LESSEE shall pay those costs to LESSOR within thirty (30) days after receipt of LESSOR'S invoice. LESSOR agrees that any such costs invoiced to LESSEE will be based on the rates charged to LESSOR by utility supplier, plus reasonable capital and administrative recovery costs.

Unless otherwise agreed upon in writing, if LESSEE requires utilities beyond that currently provided or that are available to be extended to the Premises boundary, LESSEE agrees to pay the full cost and expense associated with the upgrade/extension/installation of all such utilities related to its use of the Premises, and to comply with all provisions for maintaining such utilities.

The LESSOR reserves for itself the right to upgrade, extend, install, maintain and repair all utilities and services on or across the Premises, whether or not such services or utilities are for the benefit of LESSEE. The LESSOR shall take all reasonable care and diligence to protect existing improvements and utilities, and shall avoid to the greatest extent possible any unreasonable interference or interruption to LESSEE's operations.

Except as provided in Section 17, LESSEE shall design and install all utilities used by LESSEE subject to the express approval of the LESSOR prior to installation. All utilities, including but not limited to, electrical, gas, data and communications utilities installed or caused to be installed shall be underground, and no utility services or other cables or wires shall be installed on poles or otherwise above ground. Unless otherwise provided in this Agreement, all utilities and conduits or ducts installed by anyone on the Premises shall be considered fixtures as defined under Section 22, TITLE TO FACILITIES, IMPROVEMENTS AND FIXTURES, and shall become the owned property of LESSOR. All utility facilities installations shall meet the requirements of Section 18, FUTURE ALTERATION AND IMPROVEMENT STANDARDS of this Agreement.

Wastes not legally permitted and authorized for disposal into the storm and/or sanitary drainage system shall not be discharged, connected or introduced into storm and/or sanitary drains and the storm and/or sanitary drainage system. LESSEE shall take all reasonable precautions to prevent the discharge of material into any drainage system that would create interference with the flow therein, or that would cause a hazard or unlawful contamination thereto. A copy of LESSEE's Stormwater Pollution Prevention Plan and Spill Prevention Control and Countermeasure Plan shall be submitted to the LESSOR upon the LESSOR's request.

26. ASSIGNMENT

With the exception of assignment to a parent or "holding" company or subsidiary, LESSEE shall have no right to assign or delegate any of its rights or duties pursuant to this Agreement without the prior written consent of LESSOR. Any assignment or delegation so made and so permitted shall be subject to all terms, conditions and other provisions of this Agreement. Any attempted assignment or delegation in violation of this provision shall be void and have no force or effect whatsoever.

27. SUBLEASING, PERMITTING AND CONTRACTING

LESSEE shall not sublease, rent or permit any persons, firms or corporations to occupy any part of the Premises, or to provide any type of commercial or non-commercial operation, aviation or otherwise, on the Premises without having first received the prior written consent of LESSOR, granted only under the following conditions:

(a) Any arrangements must be in the form of a written instrument and must be for purposes and uses of the Premises as authorized under this Agreement, and shall be subject to the provisions of this Agreement. LESSEE shall submit a copy of such proposed instrument at the time of requesting consent of LESSOR.

(b) All sublease(s) must comply with Sections 10 and 11 of this Agreement, and shall be reviewed for compliance by LESSOR to that end. Any arrangement for the subleasing of space must be in conformance with the use of the Premises outlined in this Agreement, unless expressly approved otherwise in writing by LESSOR.

(c) LESSEE must keep current records on file and available for LESSOR's inspection, that describes the nature and document the legitimacy of the sublessee's business, including all current municipal, state, or local licenses or permits required for the conduct of sublessee's business.

(d) LESSEE hereby agrees that it shall incorporate language acceptable to LESSOR into all of its sublease agreements, placing on any sublessee and that sublessee's affiliated entities, customers, employees, invitees, contractors, and subcontractors similar restrictions, as may be appropriate to its approved uses as those which bind LESSEE and its use of the facility through this Agreement. LESSEE shall also incorporate and make reference to this Agreement, as may be amended from time to time, to ensure sublessee's operations and conduct are subject to and are in compliance with the terms and conditions of this Agreement, as may be amended from time to time. Any sublease agreement shall explicitly state that it is subordinate to this Agreement, and that the sublessee shall never obtain rights in the Premises greater than those held by LESSEE under this Agreement, as amended. Any sublessee shall be specifically subject to eviction from the Premises as a result of termination, cancellation, or expiration of this Agreement, irrespective of sublessee's state of compliance with the terms of its sublease.

(e) LESSEE shall at all times during the term(s) of approved sublease(s), remain responsible to LESSOR for the compliance of its sublessees with the terms and conditions of any approved sublease and with this Agreement. LESSOR may look to LESSEE directly to satisfy any failure of sublessee to comply with these documents.

(f) Consent to one sublease permit or subcontract shall not be deemed consent to any subsequent sublease permit or subcontract. Prior written consent of the LESSOR shall be required for each sublease permit or subcontract executed by the LESSEE.

It is understood and agreed that this Section does not apply to third party hangar space lease/rental arrangements for non-commercial private use of aircraft storage, and office space related and incidental to the operation and administration thereof, as may be customary in the normal course of business as a commercial hangar operator.

28. LIABILITY INSURANCE

LESSEE shall procure, maintain and carry, at its sole cost, in accordance with and for the Term of this Agreement all insurance, as required per the amounts as set forth below. Insurance shall be furnished by a company meeting the reasonable approval of the LESSOR. Policy deductible amounts also require reasonable approval of the LESSOR.

Insurance certificates shall be issued on a standard ACORD form or such other documentation as may be acceptable to LESSOR in its discretion and include the NAIC number of the insuring company. Each insurance company's rating, as shown in the latest Best's Key Rating Guide, shall be no less than A-VII, unless otherwise approved by the LESSOR, or from a Workers' Compensation pool approved by the State of Kansas. Insurance certificates must be received and approved by the LESSOR prior to occupancy. LESSOR retains the right to require changes in the character, coverages and amounts of coverage commensurate with changes in the LESSEE'S use of the Premises. All policy deductibles shall be shown on the certificate of insurance and meet the approval of the LESSOR.

The failure of LESSOR to reject the LESSEE'S proffered insurance shall not be deemed to constitute an acceptance by the LESSOR of deficient insurance coverage. If the LESSEE fails to procure or maintain any of the specified coverages the LESSOR has the right, but not the obligation, to secure the coverage and charge the cost to the LESSEE along with a 20% administrative fee.

The LESSEE shall be responsible for determining the types and limits of insurance coverage required by any approved SUBLESSEE, permittee or contractor of the LESSEE commensurate with the type of activity and associated risk levels. At a minimum, any SUBLESSEE shall carry Workers' Compensation, general liability (minimum of \$1,000,000 per occurrence) and automobile liability (minimum of \$500,000 combined single limit). LESSEE shall require in any approved sublease that the Wichita Airport Authority and the City of Wichita shall be added as primary and non-contributory additional insureds on the SUBLESSEE'S general liability policy.

The requirements, procurement and carrying of the required insurance shall not limit any of the LESSEE's obligations or liability under this Agreement or as a matter of law.

Where "minimum limits" of insurance are specified in this Section, such minimum insurance limits are required and considered by LESSOR to be the lowest insured amounts acceptable under this Agreement. The LESSEE is not limited or restricted whatsoever in securing additional insurance coverage and higher insured limits than those specified herein if, at the LESSEE's determination and discretion and commensurate with the type of activity and associated business and operational risk, additional coverage and higher limits are necessary and appropriate.

Insurance shall include the following terms, conditions and minimum limits:

a) WORKERS' COMPENSATION

LESSEE shall maintain Workers' Compensation insurance to cover the statutory requirements of the Workers' Compensation laws of the State of Kansas for its operations on the Premises, and when applicable, to Federal Laws and Voluntary Compensation and Employer's Liability (including occupational disease) coverage.

b) AUTOMOBILE LIABILITY

LESSEE shall maintain automobile insurance, which shall include all owned, non-owned and hired automobiles used on the Premises, and shall have minimum bodily injury and property damage limits as outlined herein.

Combined Single Limit	\$1,000,000 Each Accident
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c) COMMERCIAL GENERAL LIABILITY

LESSEE shall maintain commercial general liability insurance on an occurrence form. Coverage shall include on-going operations, product/completed operations (minimum of two years following the project completion) and personal and advertising injury, and liability assumed under contract. Minimum limits, as outlined herein, shall be:

Annual Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

The Wichita Airport Authority and the City of Wichita shall be added as primary and non-contributory additional insureds.

d) UMBRELLA/EXCESS LIABILITY COVERAGE

The LESSEE shall provide minimum Umbrella/Excess liability limits (excess of all coverages other than Workers' Compensation) of:

Each Occurrence Limit	\$5,000,000
Annual Aggregate Limit	\$10,000,000

e) HANGARKEEPERS AND PREMISES LIABILITY COVERAGE

LESSEE shall maintain Hangarkeepers and Premises Liability Insurance. Minimum limits, as outlined herein, shall be:

Each Occurrence Limit	\$5,000,000
Annual Aggregate Limit	\$10,000,000

The Wichita Airport Authority and the City of Wichita shall be added as additional insureds for the Premises Liability only.

f) POLLUTION LIABILITY COVERAGE

The LESSEE shall provide pollution liability coverage with a minimum limit of:

Each Claim	\$1,000,000
Aggregate Limit	\$2,000,000

The Wichita Airport Authority and the City of Wichita shall be added as primary and non-contributory additional insureds covered under this pollution liability coverage.

LESSEE agrees that in the event of future changes in the law or upon notice by the LESSOR, the minimum levels of insurance required by this Section may be increased within the bounds of commercial reasonableness.

LESSEE agrees, prior to the commencement of the Agreement, to provide LESSOR with copies of certificates, evidencing that such insurance is in full force and effect, and stating the terms thereof. This Agreement shall not commence until certificates of insurance satisfactory to LESSOR are supplied by LESSEE. LESSEE shall provide LESSOR updated certificates of insurance the earlier of annually, or upon renewal, which certificate shall demonstrate the coverage required in this Section for the ensuing twelve month period. Failure to maintain

satisfactory insurance policies in force shall constitute grounds for termination of this Agreement as set forth in Section 32, TERMINATION BY LESSOR.

LESSEE shall be solely responsible for obtaining insurance policies that provide coverage for losses of LESSEE-owned personal property. LESSOR shall not provide such insurance coverage for LESSEE-owned personal property, or be responsible for payment of LESSEE's cost for such insurance.

29. ALL RISK PROPERTY INSURANCE

LESSEE, at its expense, throughout the Term of this Agreement, shall cause any facilities, structures, fixtures and improvements on the Premises to be insured against loss or damage by fire or other casualty equal to the full replacement value thereof and by an all risk coverage policy furnished by a company licensed to do business in Kansas. Such policy shall not exclude, or in the alternative, shall carry full coverage endorsements for damage from tornado, hail, and sewer backup, and shall furnish LESSOR a certificate evidencing such insurance. The first dollar proceeds of any payments made under such insurance policy or policies shall be used to replace, restore, rehabilitate or reconstruct the insured facilities, subject to the provisions governing damage or destruction found at Section 48. LESSEE agrees, prior to the commencement of the Agreement, to provide LESSOR with copies of all policies or certificates evidencing that such insurance is in full force and effect, and stating the terms thereof. This Agreement shall not commence until policies of insurance satisfactory to LESSOR are supplied by LESSEE.

LESSEE shall provide LESSOR updated certificates of insurance the earlier of annually, or upon renewal, which certificate shall demonstrate the coverage required in this Section for the ensuing twelve (12) month period. Failure to continuously maintain satisfactory insurance policies in force shall constitute grounds for termination of this Agreement.

In lieu of insuring the Premises by LESSEE against the loss or damage by all risk coverage, LESSEE shall have the option to request that the facilities and improvements on the Premises be insured under LESSOR's blanket policy, and LESSEE agrees to pay its pro rata share of the premiums for the cost of the insurance, plus its prorata share of any deductible required to be paid by LESSOR under its blanket policy which is attributable to the Premises. The value of the facilities and improvements shall be reasonably determined by LESSOR.

LESSEE shall be solely responsible for obtaining insurance policies that provide coverage for losses or damage of LESSEE-owned (personal and trade fixtures) property. LESSOR shall not provide such insurance coverage for LESSEE-owned (personal and trade fixtures) property, or be responsible for payment of LESSEE's cost for such insurance.

30. SUBROGATION OF INSURANCE

LESSOR hereby waives any and all rights of recovery against LESSEE for or arising out of damage or destruction of the building, or the demised Premises, or any other property of LESSOR, from causes then included under any of LESSOR's property insurance policies, to the extent such damage or destruction is covered by the proceeds of such policies, whether or not such damage or destruction shall have been caused by the negligence of LESSEE, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver without diminution of LESSOR coverage.

LESSEE hereby waives any and all rights of recovery against LESSOR for or arising out of damage to or destruction of any property of LESSEE from causes then included under any of LESSEE's property insurance policies, to the extent such damage or destruction is covered by the proceeds of said policies, whether or not such damage or destruction shall have been caused by the negligence of LESSOR, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver.

31. LOSS OF PERSONAL PROPERTY

Any personal property of LESSEE or others placed in or upon the Premises shall be at the sole risk of the LESSEE, and LESSOR shall not be responsible or liable for any loss, damage and replacement thereto, regardless of the cause of such loss or damage, and the LESSEE waives all rights of subrogation against recovery from the LESSOR for such loss or damage unless such loss or damage is the result of the LESSOR's negligence.

32. TERMINATION BY LESSOR

The LESSOR, in addition to any other rights to which it may be entitled by law or otherwise, may terminate this Agreement by giving LESSEE written notice in the event of default by LESSEE under this Agreement failing to be resolved in less than sixty (60) days after the LESSEE's receipt of written notice of such event of default and opportunity to cure from the LESSOR, upon or after the happening of any one of the following events:

- (a) LESSEE shall file a voluntary petition in bankruptcy or that proceedings in bankruptcy shall be instituted against it and LESSEE is thereafter adjudicated bankrupt pursuant to such proceedings;
- (b) A court shall take jurisdiction of LESSEE and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act;
- (c) Receiver of LESSEE's assets shall be appointed;
- (d) LESSEE shall be divested of its estate herein by other operation of law;
- (e) LESSEE shall fail to perform, keep and observe any of the obligations, terms, warranties or conditions contained in this Agreement that on the part of LESSEE are to be performed, kept or observed.

If any such condition or default cannot reasonably be corrected within the sixty (60) day period and LESSEE has demonstrated due diligence with respect to curing said default, then, at the LESSOR's sole discretion, such cure period may be extended for consecutive periods of thirty (30) days, as long as diligent progress is made toward cure, with a reasonably foreseeable resolution date. Under such circumstances, default may be treated as cured until cured. Should diligent progress cease, or the reason for default become apparent as insoluble, then the Term shall cease and expire at the end of the thirty (30) day extension then in effect.

Acceptance of rental by LESSOR for any period or periods after a notice of default is issued by LESSOR of any of the obligations, terms, warranties and conditions herein contained to be performed, kept and observed by LESSEE shall not be deemed a waiver of any other right on the part of LESSOR to terminate this Agreement for failure by LESSEE to perform, keep and observe any of the obligations, terms, warranties, or conditions hereof to be performed, kept and observed. No waiver of default by LESSOR of any of the obligations, terms, warranties or conditions hereof to be performed, kept and observed by LESSEE, shall be construed to be or act as a waiver of any subsequent default of any of the obligations, terms, warranties or conditions herein contained to be performed, kept and observed by LESSEE.

33. TERMINATION BY LESSEE

The LESSEE, in addition to any other rights to which it may be entitled by law or otherwise, may terminate this Agreement by giving LESSOR written notice in the event of default by LESSOR under this Agreement continuing for more than sixty (60) days after the LESSOR's receipt of written notice of such event of default and opportunity to cure from the LESSEE, upon or after the happening of any one of the following events:

(a) Issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the Airport or any major part thereof for Airport purposes and the remaining in full force of such permanent injunction for a period of at least one hundred and eighty (180) days.

(b) Inability of the LESSEE to use, for a period in excess of one hundred and eighty (180) days, the Airport or any part of the facility because of any law, order, rule, regulation or other action or non-action of the Federal Aviation Administration or any other governmental authority, or because of fire, earthquake, other casualties or acts of God or the public enemy.

(c) LESSOR shall fail to perform, keep and observe any of the obligations, terms, warranties or conditions contained in this Agreement that on the part of LESSOR are to be performed, kept or observed:

- i. LESSEE may give LESSOR written notice to correct such condition or cure such default, and if any such condition or default shall continue for sixty (60) days after receipt of such notice by LESSOR, LESSEE may terminate this Agreement and the Term hereof shall cease and expire at the end of such sixty (60) days in the same manner and to the same effect as if it were the expiration of the Term, unless such condition or default cannot reasonably be corrected within the sixty (60) day period and LESSOR has demonstrated due diligence with respect to curing said default, then such cure period may be extended for consecutive periods of 30 days, as long as diligent progress is made toward cure, with a reasonably foreseeable resolution date. Under such circumstances, default may be treated as cured until cured. Should diligent progress cease, or the reason for default become apparent as insoluble, then the Term shall cease and expire at the end of the thirty (30) day extension then in effect;

(d) Assumption by the United States Government or any other authorized agency thereof of the operation, control or use of the Airport and the facility herein described, or of any substantial part or parts thereof in such a manner as to substantially restrict the LESSEE for a period of one hundred and eighty (180) days from operating on and within the facility.

(e) In the event of destruction of the facilities, improvements, or the demised Premises as more fully described in Section 48, DAMAGE OR DESTRUCTION.

34. MAINTENANCE AND REPAIR

LESSEE shall maintain and keep at its sole cost and expense, the Premises and the fixtures and appurtenances thereto in its original condition, subject to reasonable wear and tear, and keep the Premises free of trash, debris and obstructions. LESSEE, at its sole cost and expense, shall maintain and keep in good repair the entirety of the leased Premises and within all improvements placed thereon.

LESSEE's maintenance obligations include, but are not limited to, the following:

- (a) Exterior of all structures and improvements on the Premises.
- (b) Interior of all structures and improvements on the Premises.
- (c) Grading and drainage systems and drains, paving, lighting, parking lots, fencing, streets and roadways within the Premises.
- (d) Repair or replacement of any damaged or failed pavement and/or sub-grade on the Premises.
- (e) Repair or replacement of damaged or failed pavement taxiway entrance connectors.
- (f) Repair or replacement of any damaged or failed vehicle access road.
- (g) Connection of all utilities (except the primary electrical system) including, but not limited to, underground utility lines and connections within the leased Premises, connection and other fees.
- (h) From time to time and as often as reasonably required by LESSOR and in accordance with state and local fire codes, conduct appropriate tests of all fire monitoring, alarm and extinguishing equipment, systems and apparatus located on the Premises. Keep in proper functioning order all extinguishing systems and equipment located on the Premises as required by LESSOR, and in accordance with NFPA, and state and local fire codes.
- (i) All janitorial service, landscaping, landscape maintenance and mowing, and daily routine Premises clean-up work and trash removal to keep the Premises in good and tenantable condition throughout the Term of this Agreement.
- (j) Removal and disposal of garbage, debris, contaminants and any other waste material (whether solid or liquid) arising out of its occupancy of the leased Premises or out of its operation. Such removal shall conform to all governmental requirements and regulations as more fully described herein. Such removal and disposal of garbage, debris, contaminants, or other waste material is understood to include routine clean-up of the Premises. LESSEE shall immediately react and take prompt corrective actions to remove and dispose of any paper, garbage and debris on Premises upon demand of LESSOR. LESSEE shall provide, and screen from public view, suitable covered receptacles for all garbage, trash and other refuse. Piling of boxes,

cartons, barrels, pallets or other similar items in an unsightly or unsafe manner on or about the Premises is forbidden.

- (k) Repair or replacement of any damaged paved surfaces and/or sub-grade on the Airport that may be caused due to the LESSEE's negligence or intentional misuse, or consent to use of such facilities of others. Negligence use includes, including but not limited to, the use exceeds the weight bearing capacity limits of the pavements.

LESSOR shall be responsible for maintenance, repair and replacement of common use paved surfaces, airfield edge lighting system, and storm drainage systems on the Airport not within or upon the Premises. LESSOR shall be responsible for maintenance, repair and replacement of the primary electrical system on the Airport and within or upon the Premises. At any time during the Term of this Agreement, LESSOR, its agents or employees, shall have the right to enter upon the Premises and within all improvements placed thereon, to conduct reasonable inspections, and to direct work done as needed to meet the above-described maintenance condition in a timely manner.

Should LESSEE not meet the established maintenance and repair obligations for all improvements, LESSOR may, but is not required to, accomplish the needed repairs by Airport staff or a contract with a third party, with such repairs being made at LESSEE's expense. A twelve percent (12%) administrative fee shall be charged on any task that is performed by the LESSOR or its agent on behalf of LESSEE upon thirty (30) days prior written notice of its intent to do so. The fee shall be applied to the total cost incurred by the LESSOR in performing the task. The fee represents the LESSOR's cost to manage the task including procurement services, approval processes, management staff time, supervision and overhead. In case of emergency action taken in order to protect against personal injury or property damage but not limited to, for which no notice is necessary, LESSOR shall charge the same cost to the expense of LESSEE and a twenty percent (20%) administrative fee.

35. SNOW AND ICE REMOVAL

LESSEE shall be responsible for all snow and ice removal on the Premises. Aircraft parking ramps and the AOA within the Premises shall be maintained to a winter surface condition safe for aircraft operations, and safe for customers and employees moving and working on the ramp. At no time shall LESSEE engage in snow and ice removal beyond the Premises without the prior approval of the LESSOR.

Snow piles, windrows or other accumulations of snow shall not:

- (a) Be closer than twenty five feet from any security fence;
- (b) Block any access gates or controls;
- (c) Block or impede any taxiway or taxi lane;
- (d) Impose an obstruction within the object free area of any taxiway or taxi lane;
- (e) Infringe upon, block or interrupt the business of other airport tenant leaseholds.

Snow piles and accumulations requiring removal may be stored on pre-approved/arranged paved or non-paved areas.

Only FAA approved dry and liquid chemicals may be used for de-icing or snow removal on aircraft operating surfaces, as set forth in Advisory Circular 150/5200-30, current edition, or as may be amended, *Airport Winter Operations and Safety*, Section 4-6 *Approved Chemicals*, current edition, or as may be amended.

The use of snow and ice removal contractors may be authorized subject to prior written approval by LESSOR, and subject to acceptable completion of contractor employee training, and other reasonable safety requirements and standards that LESSOR may impose, including but not limited to compliance with Airport Rules and Regulations, and Standard Operating Procedures. All such snow and ice removal contractors shall maintain a general liability insurance policy of not less than \$2,000,000 limit, naming LESSEE, LESSOR and the City of Wichita as additional insureds.

LESSOR shall be responsible for snow and ice removal on paved surfaces of the Airport not within the Premises.

36. LANDSCAPING

LESSEE shall provide and install appropriate landside landscaping and screening, including lawn, shrubbery, trees, bushes, and other plantings and screening on the Premises as a part of the construction of the improvements. All proposed landscaping plans and screening designs shall be submitted to the LESSOR for review and approval, which approval shall not be unreasonably withheld or unduly delayed. Such landscaping shall be in accordance with the Airport's design guidelines in effect at that time, and shall not be installed in such a manner so as to create a wildlife food source, habitat and hazard to aircraft operations. LESSEE agrees to maintain

and/or replace such landscaping installations at least seasonally throughout the Term of this Agreement or any extension thereof should they fail to survive in a manner aesthetically pleasing to LESSOR, a judgment which is to be exercised with reasonable discretion.

37. EXTERIOR SIGNS AND ADVERTISING

LESSEE agrees that no signs or advertising material shall be erected on the Premises or on any improvement or facility on the Premises unless the design and layout of such signs and advertising material, together with the materials and method of construction of such signs and advertising material, shall have been approved in advance in writing by LESSOR, which approval shall not be unreasonably withheld or unduly delayed.

LESSEE shall not erect, install, operate, nor cause or permit to be erected, installed, or operated upon any non-leased Premises of the Airport property, any signs, banners, or other similar devices for its own business, or the business of others. This provision shall not have the effect of limiting or restricting LESSEE's right to enter into an agreement with LESSOR'S authorized and permitted marketing, advertising or signage agency for the display of informational, marketing or advertising media at approved designated locations on Airport property.

LESSEE shall have not right to erect or install, or cause or consent to be erected or installed any commercial outdoor advertising by an outdoor commercial advertising agency.

38. PORTABLE STORAGE CONTAINERS/STRUCTURES

Unless specifically approved in writing, and under conditions specified by LESSOR, LESSEE shall not place or allow to be placed upon Premises, any type of portable storage container, trailer, unit, box, or barrel which is used to store merchandise and/or equipment and supplies outside of an enclosed permanent building or structure. Unless specifically approved, and under conditions specified by LESSOR, LESSEE shall not place or allow to be placed upon Premises, any type of portable or temporary structure, trailer, mobile home, modular structure or device.

LESSOR will not unreasonably withhold approval of such container(s) and structure(s) if such is of a temporary nature for the purpose of supporting construction, alteration or improvement activity, or other approved project.

39. GRANTING OF EASEMENTS

LESSEE shall not (i) grant easements, licenses and other rights or privileges in the nature of easements with respect to the land, or (ii) release existing easements, licenses, right-of-ways and other rights or privileges, and LESSEE agrees, to the extent that it may legally do so, that it will execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by LESSEE of (a) a copy of the instrument of grant or release or of the agreement or other arrangement, and (b) a written application signed by the LESSOR requesting execution and delivery of such instrument, provided that, such grant or release is not detrimental to the proper conduct of the business of LESSEE, and such grant or release will not impair the effective use or interfere with the efficient and economical operation of the facilities. LESSEE shall not request any payment or other consideration for such execution, the same being amply supported by the promises exchanged in this Agreement. Any payments or other consideration received by LESSOR for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of LESSOR. The obligations of this Section shall survive termination of this Agreement.

40. RULES AND REGULATIONS

LESSEE, its agents and employees, shall be subject to any and all applicable rules, regulations, Airport Standard Operating Procedures, orders and restrictions which are now in force or which may hereafter be adopted by the Wichita Airport Authority or the City of Wichita, Kansas, in respect to the operation of the Airport; and shall also be subject to any and all applicable laws, statutes, rules, regulations or orders of any governmental authority, federal or state, lawfully exercising authority over the Wichita Dwight D. Eisenhower National Airport or LESSEE's operations conducted hereunder.

LESSOR shall not be liable to LESSEE for any diminution or deprivation of its rights hereunder on account of the exercise of any such authority as in this Section provided, nor shall LESSEE be entitled to terminate this Agreement nor be entitled to seek any damages from LESSOR by reason thereof unless exercise of such authority shall so interfere with LESSEE's exercise of the rights hereunder as to constitute a termination of this Agreement by operation of law in accordance with the laws of the State of Kansas, or as set out in Section 33, TERMINATION BY LESSEE.

41. MINIMUM STANDARDS FOR AERONAUTICAL ACTIVITIES

LESSOR may, with due notice, from time-to-time, adopt and enforce reasonable Minimum Standards for Aeronautical Activities on the Airport, and amendments thereto, and the LESSEE agrees to observe and comply with the same. However, any minimum standards which may be developed and promulgated in the future and during the Term of this Agreement shall not have the effect of imposing upon LESSEE the requirements of additional facilities, services or standards beyond that set forth in this Agreement.

42. AIRPORT SECURITY PROGRAM COMPLIANCE

LESSEE must obtain Airport Security Identification and Access Media ("I.D. Media") for its employees, subcontractors, suppliers, agents, and representatives requiring access to the sterile areas, secured AOA, and Security Identification Display Area, or other secured areas as may be identified in the Airport Security Program, and pay any related costs associated with this privileges as set forth under this Section. With respect to the issuance, maintenance, and administration of I.D. Media, the LESSEE shall pay or cause to be paid to the LESSOR all charges as may be established from time to time by the LESSOR. Such costs may include, but are not limited to: (i) the initial issuance of I.D. Media; (ii) the replacement of lost or stolen I.D. Media; (iii) administrative costs with respect to those I.D. Media not returned to the LESSOR.

Said I.D. Media shall be valid as set forth under the Airport Security Program, and must be returned to the Airport Public Safety Division, at 2193 Air Cargo Road within twenty-four (24) hours after expiration, suspension, and/or termination of this Agreement. Said I.D. Media shall be valid for no longer than the period of this Agreement. The LESSEE shall be responsible for requesting the issuance of I.D. Media to employees or other authorized representatives of the LESSEE who require access to secured areas on the Airport due to operational need and necessity. In addition, LESSEE shall be responsible for the immediate reporting of all lost or stolen I.D. Media and the immediate return of the I.D. Media of LESSEE's personnel transferred from the Airport, or separated from the employ of LESSEE.

LESSEE warrants that it shall at all times maintain the integrity of the Airport Security Program and comply with all applicable regulations of the FAA and Transportation Security Administration ("TSA"), 49 CFR Parts 1500, 1544, 1546, 1548, and 1550 as amended or promulgated, and that it will always maintain the security of the Airport, Premises, and/or any AOA access for which LESSEE is responsible. The LESSOR shall have the right to require the LESSEE to conduct background investigations and to furnish certain data on such employees or other persons before the issuance of I.D. Media, which data may include the fingerprinting of any

and all of its employees, subcontractors, suppliers, agents, and/or representatives. LESSEE also hereby agrees that it shall be responsible for any and all of the actions on the Premises of its employees, subcontractors, suppliers, agents, customers, invitees, and/or representatives and shall provide any and all necessary escorts, as outlined in the Airport Security Program. LESSEE hereby agrees that it shall immediately implement any and all security changes that are directed either directly or indirectly by the TSA, FAA, or LESSOR. LESSEE further agrees to correct any security deficiency or other deficiency as may be determined as such by the LESSOR, the Department of Transportation, the FAA, or the TSA, or any other federal or state agency with jurisdiction. In the event LESSEE fails to remedy any such deficiency, the LESSOR may do so at the sole cost and expense of LESSEE. The LESSOR reserves the right to take whatever action is necessary to correct and remedy any security deficiency or other deficiency. When the LESSOR takes actions to remedy deficiencies of any kind, it shall be done in a reasonable and cost-conscious manner.

Should LESSEE, its employees, subcontractors, suppliers, agents, customers, invitees, and/or representatives cause any security violations, and should LESSOR be cited for a civil fine or penalty for such security violation, LESSEE agrees to reimburse LESSOR for any monetary civil fine or penalty which may be imposed on LESSOR. However, nothing herein shall prevent the LESSEE from contesting the legality, validity or application of such fine or penalty to the full extent LESSEE may be lawfully entitled, nor require LESSOR to pursue such a contest on LESSEE'S behalf. LESSEE may have I.D. Media/access privileges immediately suspended and/or revoked by LESSOR for failure to adhere to the Airport Security Program, or for failure to return all I.D. Media within the time-frames specified herein.

The LESSEE agrees that information concerning the location, type, nature, capabilities, application and use of the LESSOR's security system is considered Sensitive Security Information ("SSI") as defined by TSR 1520, and shall restrict the distribution, disclosure and availability of SSI only to persons with a need to know. All requests for SSI by persons not directly employed by the LESSEE, and deemed to have a need to know shall be referred to LESSOR for consideration and determination of whether such information is legal and appropriate for dissemination.

Before the LESSEE shall permit any employee, subcontractor, supplier, agents, customer, invitee, and/or representative to operate a motor vehicle of any kind or type on the AOA of Dwight D. Eisenhower National Airport (unless such employee is escorted by a LESSOR-approved escort), the LESSEE shall ensure that all such vehicle operators have completed required AOA access and driver training, possess a current, valid, and appropriate Kansas driver's license, appropriate Airport issued I.D. Media, and a Vehicle Ramp Permit. LESSEE company vehicles prominently displaying a permanent company name and/or logo on vehicles and equipment are excluded from the requirement of displaying a Vehicle Ramp Permit.

The LESSEE agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when entering, exiting and while on the AOA.

The LESSEE agrees that it shall be responsible for the installation, operation, maintenance, and monitoring of all vehicle and/or pedestrian access gates and doors and security access controls on the Premises with access from non-secured areas to the secured AOA. All such access gates and controls require the prior written approval of the LESSOR and shall be in compliance at all times with the Airport Security Program.

43. ENCROACHERS, TRESSPASSERS AND OTHER THIRD PARTY HAZARDS

LESSEE shall lawfully remove, or cause to be removed by LESSOR or other official law enforcement agency, all encroachers, trespassers and other third parties violating laws of the federal, state or local government, or who are not on the Premises for legitimate purposes.

44. FIRE EQUIPMENT AND SYSTEMS

LESSEE shall furnish and maintain on the Premises sufficient smoke detectors and portable fire extinguishing equipment and sufficient fire suppression as may be required by city code and insurance underwriters.

45. ENVIRONMENTAL ASSESSMENT

A "Phase-II" environmental site assessment shall be conducted, at LESSOR's sole expense, by an environmental consultant prior to commencement of this Agreement, and a copy of this report shall be promptly provided to the LESSOR and LESSEE. The environmental site assessment soil and/or water specimen results shall be deemed to be the base-line levels established at the commencement of this Agreement.

A "Phase-I" environmental site assessment and "Phase-II" environmental site assessment shall be conducted, at LESSEE's expense, by an environmental consultant satisfactory to the LESSOR within ninety (90) days following the cancellation or termination of this Agreement, and a copy of these reports shall be promptly provided to the LESSOR and LESSEE. If any contamination of the property has occurred through LESSEE's fault or negligence, or the fault or negligence of a LESSEE supplier, agent or contractor, LESSEE shall be required to re-establish the Premises to the pre-Agreement threshold or baseline levels, in a timely manner and acceptable to LESSOR.

Nothing in this Section shall be construed to hold LESSEE liable in any way for any environmental impact or release of Hazardous Substances affecting the Premises that occurs by reason of the migration, release, discharge or flow from other verifiable and documented off-site contamination sources that are not attributable to the LESSEE's activity on the Premises. The burden of proof shall rest exclusively with the LESSEE to demonstrate that any such environmental impacts affecting the Premises are not attributable to the LESSEE's activity on the Premises.

46. ENVIRONMENTAL COVENANTS

(a) The LESSEE hereby covenants that it shall not cause or permit any Hazardous Substances to be placed, held, located, or disposed of, on, under or at the Premises and storage tank or within the vicinity, shown on the attached Exhibits A and B, other than in the ordinary course of business and in compliance with all applicable laws.

(b) In furtherance and not in limitation of any indemnity elsewhere provided in this Agreement to the LESSOR, the LESSEE hereby agrees to indemnify and hold harmless the LESSOR and the City of Wichita from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the LESSOR or the City of Wichita by any person or entity for or arising out of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises during the Term of this Lease Agreement of any Substance (hazardous or otherwise) regulated by any applicable statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning, any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation

and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws), if such presence, escape, seepage, leakage, spillage, discharge, emission was caused by the LESSEE, or persons within the control of the LESSEE, its officers, employees, agents, contractors, invitees and/or licensees, or if such Substance (hazardous or otherwise) was owned by, or located on the Premises by, the LESSEE (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release).

(c) If, during the Term of this Agreement, the LESSEE receives any notice of (i) the happening of any event involving the use (other than in the ordinary course of business and in compliance with all applicable laws), spill, release, leak, seepage, discharge or cleanup of any Substance (hazardous or otherwise) on the Premises or in connection with the LESSEE's operations thereon or (ii) any complaint, order, citation or notice with regard to air emissions, water discharges, or any other environmental, health, or safety matter affecting the LESSEE from any persons or entity (including, without limitation, the United States Environmental Protection Agency (the "EPA") or the Kansas Department of Health and Environment ("KDHE")), the LESSEE shall immediately notify the LESSOR in writing of said notice.

(d) The LESSOR shall have the right, but not the obligation, and without limitation of the LESSOR's other rights under this Agreement, to enter the Premises or to take such other actions as deemed necessary or advisable to inspect, clean up, remove, resolve or minimize the impact of, or to otherwise deal with, any Substance (hazardous or otherwise) or environmental complaint following receipt of any notice from any person, including, without limitation, the EPA or KDHE, asserting the existence of any Substance (hazardous or otherwise) or an environmental complaint pertaining to the Premises or any part thereof which, if true, could result in an order, suit or other action against the LESSEE and/or which, in the reasonable judgment of the LESSOR, could jeopardize its interests under this Agreement. If such conditions are caused by circumstances within the control of the LESSEE or if such circumstances result from a Substance (hazardous or otherwise) owned by, or located on the Premises by, the LESSEE (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release) all reasonable costs and expenses incurred by the LESSOR in the exercise of any such rights shall be payable by the LESSEE, within 15 days of written demand by Landlord.

(e) If an event of default shall have occurred and be continuing, the LESSEE at the request of the LESSOR shall periodically perform, at the LESSEE's expense, an environmental audit and, if reasonably deemed necessary by the LESSOR, an environmental risk assessment, of the Premises, or the hazardous waste management practices and/or hazardous waste disposal sites used by the LESSEE with respect to the Premises. Such audits and/or risk assessments shall be conducted by an environmental consultant satisfactory to the LESSOR, and all environmental audits and environmental risk assessments must be reasonable satisfactory to the LESSOR. Should the LESSEE fail to perform any such environmental audit or risk assessment within 90 days of the written request of the LESSOR, the LESSOR shall have the right, but not the obligation, to retain an environmental consultant to perform any such environmental audit or risk

assessment. All costs and expenses incurred by the LESSOR in the exercise of such rights shall be payable by the LESSEE on demand.

(f) Neither LESSEE nor LESSOR shall install or permit to be installed in the Premises friable asbestos, electrical equipment containing polychlorinated biphenyls, or any Substance containing asbestos and deemed hazardous by federal or state regulations applicable to the Premises and respecting such material. The LESSEE shall defend, indemnify, and save the LESSOR and the City of Wichita harmless from all costs and expenses (including consequential damages) asserted or proven against the LESSEE by any person, as a result of the presence of said Substances, and the costs of any removal or compliance with such regulations, if said Substance was installed by the LESSEE, or persons within its control.

(g) Subject to any limitations or restrictions imposed by the Kansas Budget Law or Cash Basis Law, the LESSOR hereby agrees to indemnify and hold harmless the LESSEE from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the LESSEE by any person or entity for, arising out of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises during the Term of this Agreement and the period prior to the Term of this Agreement of any Substance (hazardous or otherwise) (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws, or any other applicable statute, law, ordinance, code, rule, regulation, order of decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning any Hazardous Substance) unless such presence, escape, seepage, leakage, spillage, discharge, emission or release was caused by the LESSEE, or persons within the control of the LESSEE, its officers, employees, agents, invitees and/or licensees, or if such Substance (hazardous or otherwise) was owned by, or placed upon the Premises by, the LESSEE (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release except to the extent such was caused by the LESSOR).

Environmental compliance shall not be limited to those items noted within this lease but shall include any current or future federal, state, or local law, statute or regulation, that may be required of LESSEE's operation (storage or use of Substances (hazardous or otherwise), activities of LESSEE's employees or contracted vendor's etc.). LESSEE shall provide LESSOR upon request copies of any plan, training program, training records, material safety data sheet or any other documentation required by said laws.

(h) The provisions of this article shall survive the termination of this Agreement.

47. INDEMNITY

To the extent allowed by law, LESSEE, shall protect, defend and hold LESSOR and the City of Wichita and its officers, elected officials, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court cost and expert fees), or other liability of any nature whatsoever arising out of or incident to this Agreement and/or the use or occupancy of the Premises or the acts or omissions of LESSEE's officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence of LESSOR. The LESSOR shall give to LESSEE reasonable notice of any such claims or actions.

To the extent allowed by law, LESSOR shall protect, defend and hold LESSEE, its officers, members, managers, agents and employees completely harmless from and against all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury to or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs and expert fees), or other liability of any nature whatsoever arising out of or incident to this agreement and/or the use or occupancy of the Premises or the acts of omissions of LESSOR's officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence of LESSEE. The LESSEE shall give LESSOR reasonable notice of any such claims or actions.

Should LESSEE, its employees, subcontractors, suppliers, agents, customers, and/or representatives cause any violations of federal, state or local law, regulation or ordinance, and should LESSOR be cited for a fine or penalty for such violation, LESSEE agrees to reimburse LESSOR for any monetary fine or penalty which may be imposed on LESSOR. However, nothing herein shall prevent the LESSEE from contesting the legality, validity or application of such fine or penalty to the full extent LESSEE may be lawfully entitled, nor require LESSOR to pursue such a contest on LESSEE's behalf.

The provisions of this Section shall survive the expiration or termination of this Agreement to the extent that they relate to liabilities, losses, suits, claims, judgments, fines or demands arising from or incident to events occurring during LESSEE'S occupancy of the Premises. The LESSEE shall use counsel reasonably acceptable to LESSOR in carrying out its obligations in this Section.

48. DAMAGE OR DESTRUCTION

In the event that facilities or improvements on the Premises are damaged or destroyed in whole or in part by fire, lightning or any other peril or other casualty during the Term of this Agreement, this Agreement shall remain in full force and effect and LESSEE shall proceed with due diligence to repair, restore, rebuild or replace said damaged or destroyed property or parts thereof to as good a condition as all affected properties were in immediately prior to such damage or destruction, subject to such alterations as LESSEE may elect to make and are permitted in this Agreement. All proceeds from the insurance policies related to such damage or destruction shall be first applied to cover the cost of such repairs or restoration. In alternative, and in LESSOR's discretion to allow and LESSEE's election to exercise, LESSEE may be released from this Agreement upon payment of all demolition and removal costs for damaged or destroyed improvements and payment therefor at the fair market value.

49. CONDEMNATION

If, during the Term, title to, or the temporary use of, all or any part of the Premises shall be condemned by any authority exercising the power of eminent domain, LESSEE shall, within fifteen (15) days after the date of entry of a final order in any eminent domain proceedings granting condemnation, notify LESSOR in writing as to the nature and extent of such condemnation and whether it is practicable for LESSEE to acquire or construct substitute improvements, or whether LESSEE shall elect to terminate this lease.

If LESSEE shall determine that such substitution is practicable and desirable and LESSOR shall agree thereto, LESSEE shall forthwith proceed with and complete with reasonable dispatch the acquisition or construction of such substitute improvements. In such case, any net proceeds received from any award or awards with respect to the Premises or any part thereof made in such condemnation or eminent domain proceeds shall be used and applied for the purpose of paying the cost of such substitution. Any proceeds not required for such costs shall be distributed to the parties in pro-rata distributions as their interests may appear based upon Agreement Term remaining and the fair market value of each party's interest at the time the proceeds are received.

If LESSEE shall determine that it is not practicable and desirable to acquire or construct substitute improvements, any net proceeds shall be distributed to the parties in pro-rata distributions as their interests may appear based upon the Agreement Term remaining, and the fair market value of each party's interest at the time the proceeds are received.

LESSOR shall cooperate fully with LESSEE in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Premises or any part thereof. In no event shall LESSEE or LESSOR voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Premises without the mutual agreement and written consent of the other party to this Agreement.

50. MODIFICATIONS FOR GRANTING FAA FUNDS

In the event that the LESSOR determines the Federal Aviation Administration requirements call for modifications or changes to this Agreement as a condition precedent to granting of funds for the improvement of the Airport, these modifications or changes shall supersede this Agreement and LESSEE agrees to consent to such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required by the LESSOR to fully comply with federal grant assurances and directives and to obtain Federal Aviation Administration grants-in-aid, provided that no such changes shall materially alter the rights or obligations of LESSEE hereunder.

51. NONDISCRIMINATION

The LESSEE agrees that it shall not discriminate or permit discrimination against any person on the basis of race, color, sex, religion, disability, age (except where age is a bona fide occupational qualification), national origin or ancestry in its operations or services, and its use or occupancy of property under this Agreement. The LESSEE agrees to comply with all applicable provisions of federal and state laws, regulations, or executive orders prohibiting discriminatory conduct.

52. GENERAL PROVISIONS

Maintenance, Repair, Direction and Control. LESSOR reserves the right, but is not obligated to exercise the right, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LESSEE in this regard. These areas shall include, but are not limited to, those areas which are necessary to serve the aeronautical users of the Airport, except that LESSOR shall not be obligated to maintain and keep in repair such areas of the Airport as may be leased to or under the control of Airport tenants, whether such area serves aeronautical users or otherwise.

Operation of Airport by the United States of America. This Agreement and all the provisions hereof shall be subject to whatever right the United States of America now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

14 CFR Part 77 of Federal Aviation Regulations. LESSEE agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building, structure, or attachment thereto is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises. LESSEE by accepting this Agreement expressly agrees for itself, its successors and assigns, that it shall not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Premises which shall exceed such maximum height as may be stipulated by LESSOR. It is understood and agreed that applicable laws, codes, regulations or agreements concerning height restrictions shall govern the maximum height to be stipulated by LESSOR. In the event the aforesaid covenants are breached, LESSOR reserves the right to enter upon the Premises and to remove the offending structure or object, and cut down the offending tree, all of which shall be at the expense of LESSEE and without liability to LESSOR.

Airspace. There is hereby reserved to LESSOR, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight shall include the right to cause or allow in said airspace, any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Airport. No liability on the part of LESSOR shall result from the exercise of this right.

Easement for Flight. LESSEE releases LESSOR from any present or future liability whatsoever and covenants not to sue LESSOR for damages or any other relief based directly or indirectly upon noise, light, vibrations, smoke, fumes, odors, air currents, electronic or other emissions occurring as a result of aviation or airport related operations at or otherwise associated with the Airport. This release and covenant includes but is not limited to claims for damages for physical or emotional injuries, discomfort, inconvenience, property damage, death, interference with use and enjoyment of property, nuisance, or inverse condemnation or for injunctive or other extraordinary or equitable relief. It is further agreed that LESSOR shall have no duty to avoid or mitigate such damages by, without limitation, setting aside or condemning buffer lands, rerouting air traffic, erecting sound or other barriers, establishing curfews, noise or other regulations, relocating airport facilities or operations or taking other measures, except to the extent, if any, that such actions are validly required by government authority. LESSOR reserves these rights from the Premises an easement for flight of aircraft in or adjacent to the airspace above the

Premises and for the existence and imposition over, on and upon said Premises of noise, light, vibrations, smoke, fumes, odors, air currents, electronic or other emissions, discomfort, inconvenience, interference with use and enjoyment, and any consequent reduction in market value which may occur directly or indirectly as a result of aviation, airport or airport-related operations at or otherwise associated with use of the Airport. LESSEE accepts the Premises subject to the risks and activities hereinabove described.

Airport Hazards. LESSEE by accepting this Agreement agrees for itself, its successors and assigns, that it shall not make use of the Premises in any manner which may interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event this Agreement Term is breached, LESSOR reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of LESSEE without liability to LESSOR of any kind.

Airport Rules and Regulations, Policies, and Standard Operating Procedures. LESSOR shall have the right to adopt, amend and enforce reasonable airport rules and regulations, policies and standard operating procedures with respect to use of and the conduct and operation of the Airport, its buildings and facilities or any improvements within the present or future boundaries of the Airport, which LESSEE agrees to observe and obey.

Federal Aviation Administration Requirements. LESSOR and LESSEE agree that the requirements of the FAA set out below are approved by both parties, and if applicable, LESSEE agrees to comply with all FAA requirements with respect to its operations, use of the Airport and this Agreement:

(a) The LESSEE, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained or otherwise operated on said property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(b) The LESSEE, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to

discrimination, (3) that the LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(c) The LESSEE assures that it shall undertake an affirmative action program if required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The LESSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The LESSEE assures that it shall require that its covered suborganizations provide assurances to the LESSEE that they similarly shall undertake affirmative action programs, and that they shall require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

(d) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

(e) LESSEE agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, that LESSEE may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

(f) LESSOR reserves the right (but shall not be obligated to LESSEE) to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of LESSEE in this regard.

(g) LESSOR reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of LESSEE, and without interference or hindrance.

(h) LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of LESSOR, would limit the usefulness of the airport or constitute a hazard to aircraft.

(i) During time of war or national emergency LESSOR shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

(j) It is understood and agreed that the rights granted by this agreement shall not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.

(k) There is hereby reserved to LESSOR, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the air space above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from or operating on or about the airport.

(l) This Agreement shall become subordinate to provisions of any existing or future agreement between the LESSOR and the United States of America or any agency thereof relative to the operation, development or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

Subordination to Agreements with the U.S. Government. This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between LESSOR and the United States Government relative to the operation or maintenance of Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to LESSOR for Airport purposes, or the expenditure of federal funds for the improvement or development of Airport, including the expenditure of federal funds for the development of Airport in accordance with the provisions of the Federal Aviation Act of 1958, as it has been amended from time to time. LESSOR covenants that it has no existing agreements with the United States Government in conflict with the express provisions hereof.

Non-Waiver of Rights. No waiver or default by either party of any of the terms, warranties, covenants and conditions hereof to be performed, kept and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, warranties, covenants or conditions herein contained, to be performed, kept and observed by the other party.

Captions. The captions/headings of the Sections of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provisions of this Agreement, and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Severability and Invalid Provisions. In the event any term, covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such term, covenant, condition or provision shall in no way affect any other term, covenant, condition or provision herein contained; provided, however, that the invalidity of any such term, covenant, condition or provision does not materially prejudice either the LESSOR or the

LESSEE in their respective rights and obligations contained in the valid terms, covenants, conditions or provisions in this agreement.

Waiver of Claims. LESSEE hereby waives any claim against LESSOR and its officers or employees for loss of anticipated profits, consequential or incidental damages, or claim for attorney fees caused by or resulting any suit or proceedings directly or indirectly attacking the validity of Agreement or any part thereof, or the manner in which it is executed or performed, or by any judgment or award in any legal proceeding declaring this Agreement null, void or voidable, or delaying the same of any part thereof, from being carried out. This waiver extends to all claims, whether the supporting legal theory lies in common law or has a statutory basis.

Incorporation of Exhibits. All exhibits referred to in this Agreement are intended to be and are hereby specifically made a part of this Agreement.

Incorporation of Required Provisions. The parties incorporate in this Agreement by this reference all provisions lawfully required to be contained herein by any governmental body or agency.

Non-Liability of Agents and Employees. No manager, member, officer, agent or employee of either party to this Agreement shall be charged personally, or held contractually liable by or to the other party under the terms or provisions of this Agreement, or because of any breach thereof or because of its or their execution or attempted execution.

Successors and Assigns Bound. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto where permitted by this Agreement.

Time of Essence. Time is of the essence in this Agreement.

Relationship of the Parties. It is understood LESSEE is not in any way or for any purpose a partner or joint venturer with or an agent of LESSOR. LESSEE shall act as an independent contractor in the performance of its duties pursuant to this Agreement.

Interpretation. LESSOR and LESSEE hereby agree that this Agreement shall not be construed or interpreted in favor of either party on the basis of preparation.

Kansas Laws to Govern. This Agreement is created in the State of Kansas and the terms and conditions herein contained shall at all times be governed, interpreted and construed under and in accordance with the laws of the State of Kansas, and venue for resolution of any issue pertaining to this Agreement shall be in Sedgwick County, Kansas.

53. FORCE MAJEURE

Anything contained in this Agreement to the contrary notwithstanding, neither Party shall be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this Agreement if non-performance shall be due to any "Act of God" or "Force Majeure" which terms are defined for purposes of this Agreement as strikes, lockouts, civil commotion, riots, material or labor restrictions by any governmental authority, explosions, earthquakes, fire, floods, catastrophic weather events, acts of the public enemy, wars, acts of terrorism, or insurrections. The occurrence of any Act of God or Force Majeure shall be excused for the period of the delay thus occasioned and the period for performance of any such acts shall be extended for a period equivalent to the period of such delay.

54. THIRD PARTY RIGHTS

It is agreed between the parties that it is not intended by any of the provisions of this Agreement to create for the public or any member thereof the status of a third-party beneficiary, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

55. QUIET ENJOYMENT

LESSOR agrees that, on payment of the rentals and fees and performance of the terms, covenants, conditions and agreements on the part of LESSEE to be performed in this Agreement, LESSEE shall have the right to peaceably occupy and enjoy the Premises, subject however, to the provisions otherwise set out in this Agreement.

56. HOLD OVER

In the event LESSEE holds over the lease of the Premises, any rights granted after expiration of this Agreement without any written renewal of it shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create a month-to-month arrangement, which may be terminated within thirty (30) day notice by LESSOR or LESSEE.

57. SURRENDER OF POSSESSION AND RESTORATION

LESSEE shall yield and deliver to LESSOR possession of the Premises at the expiration or termination of this Agreement in good condition in accordance with LESSEE's obligations in this Agreement, except for reasonable wear and tear. LESSEE is relieved of financial responsibility for fire or other casualty for which full insurance compensation has been paid as agreed. LESSEE shall, at its expense, deliver the Premises in good order and condition, including:

- a) cleaning and hauling away all supplies and trash;
- b) removing by legal means all materials or other substances classified as hazardous;
- c) leaving in operating condition all bulbs and ballasts in Exclusive Use areas;
- d) replacing all broken glass; and
- e) return to LESSOR all keys and security access and ID media to all doors and gates.

LESSEE, at LESSEE's expense, shall remove prior to the termination or expiration of this Agreement all fixtures, non-attached equipment and personal property placed by LESSEE on or about the Premises herein leased, subject to LESSEE's repairing any damage thereto caused by such removal and subject to any valid lien which LESSOR may have on that property for unpaid rents, expenses or fees.

In the event LESSEE does not remove all of its equipment and personal property within thirty (30) calendar days after the termination of this Agreement, any remaining property shall be considered abandoned and LESSOR may take possession and use for its own purposes, or alternatively dispose of said property without any further responsibility or liability to LESSEE. The net disposal costs of such property shall be the financial obligation of LESSEE.

58. INTENTION OF PARTIES

This Agreement is intended solely for the benefit of LESSOR and LESSEE and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. Any work done or inspection of the Premises performed by LESSOR is solely for the benefit of LESSOR and LESSEE.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship, between the parties hereto. Further, non-parties to this Agreement may not maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Agreement. The parties shall understand and agree that neither the method of payment, nor any other provision contained herein, nor any act(s) of the parties hereto creates a relationship other than the relationship of the LESSOR and the LESSEE.

59. ENTIRE AGREEMENT

The parties understand and agree that this instrument contains the entire Agreement between them. The parties hereto further understand and agree that the other party and its agents have made no representations or promises with respect to the Agreement or the making or entry into this Agreement, except as expressed in this Agreement, and that no claim or liability or cause for termination shall be asserted by either party against the other and such party shall not be liable by reason of, the making of any representations or promises not expressly stated in this Agreement, any other written or oral agreement with the other being expressly waived.

The individuals executing this Agreement personally warrant that they have full authority to execute this Agreement on behalf of the entity for which they are acting herein.

The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel deemed necessary for them to form a full and complete understanding of all rights and obligations herein.

60. AMENDMENT

No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

61. APPROVAL, CONSENT, DIRECTION OR DESIGNATION BY LESSOR

Wherever under this Agreement, approvals, consents, directions, or designations are required or permitted, such approvals, consents, directions, or designations required or permitted under this Agreement shall be performed by the Director of Airports, or his/her authorized representative. Approvals, consents, directions, or designations made at any time by the Director of Airports, and from time to time, may be withdrawn or modified by notice from LESSOR to LESSEE.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By Karen Sublett, City Clerk

By Jeff Longwell, President
"LESSOR"

By Victor D. White, Director of Airports

ATTEST:

HANGAR DYNAMIX, LLC

By Andre Grosvenor
Title President

By Andre Grosvenor, President
"LESSEE"

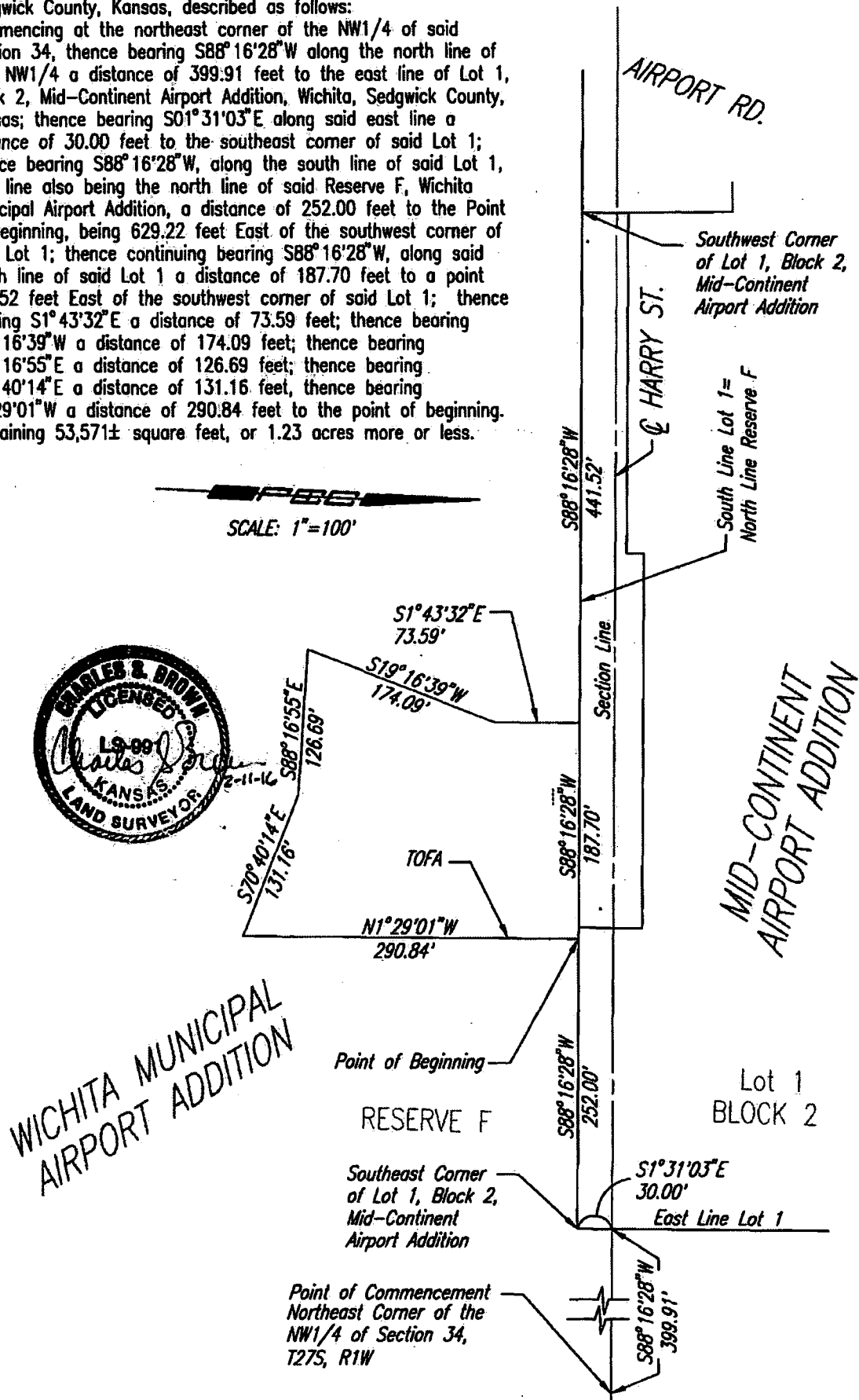
APPROVED AS TO FORM:

Jennifer Magaña
Jennifer Magaña
City Attorney and Director of Law

Date: 2-17-16

EXHIBIT A

A parcel of land in the Northwest Quarter of Section 34, Township 27 South, Range 1 West of the 6th P.M. also being part of Reserve F, Wichita Municipal Airport Addition to Wichita, Sedgwick County, Kansas, described as follows:
Commencing at the northeast corner of the NW1/4 of said Section 34, thence bearing S88°16'28"W along the north line of said NW1/4 a distance of 399.91 feet to the east line of Lot 1, Block 2, Mid-Continent Airport Addition, Wichita, Sedgwick County, Kansas; thence bearing S01°31'03"E along said east line a distance of 30.00 feet to the southeast corner of said Lot 1; thence bearing S88°16'28"W, along the south line of said Lot 1, said line also being the north line of said Reserve F, Wichita Municipal Airport Addition, a distance of 252.00 feet to the Point of Beginning, being 629.22 feet East of the southwest corner of said Lot 1; thence continuing bearing S88°16'28"W, along said south line of said Lot 1 a distance of 187.70 feet to a point 441.52 feet East of the southwest corner of said Lot 1; thence bearing S1°43'32"E a distance of 73.59 feet; thence bearing S19°16'39"W a distance of 174.09 feet; thence bearing S88°16'55"E a distance of 126.69 feet; thence bearing S70°40'14"E a distance of 131.16 feet, thence bearing N1°29'01"W a distance of 290.84 feet to the point of beginning. Containing 53,571± square feet, or 1.23 acres more or less.



City of Wichita
City Council Meeting
March 1, 2016

TO: Wichita Airport Authority

SUBJECT: Landside Paving Improvements
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the capital budget and the contract.

Background: Paving improvements are needed to serve tenants and customers on the landside of the campus. This project is listed in the Airport Capital Improvement Program.

Analysis: The major improvements include parking lot and street rehabilitation, reconstruction of damaged pavements, and new pavement areas for rental car transport carrier loading and unloading. Certified Engineering Design (CED) was selected through the Staff Screening process as the best qualified to provide design and construction services. A design and bid phase contract in the amount of \$148,475 has been developed. Once design is complete, contracts for construction and construction services will be forthcoming.

Financial Considerations: A budget of \$2,720,000 is requested for this project. This project is funded with available funds of the Airport, rental car customer facility charges and the issuance of general obligation bonds repaid with Airport revenue.

Legal Considerations: The Law Department has reviewed and approved the contract as to form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the capital budget, approve the contract and authorize the necessary signatures.

Attachment: CED contract.

CONTRACT
for
CONSULTING SERVICES
between
WICHITA AIRPORT AUTHORITY
and
CERTIFIED ENGINEERING DESIGN

THIS CONTRACT, made this _____ day of _____, 2016 by and between the WICHITA AIRPORT AUTHORITY, Wichita, Kansas, party of the first part, hereinafter called the "OWNER" and Certified Engineering Design, 1935 West Maple, Wichita, Kansas, party of the second part, hereinafter called the "CONSULTANT".

WITNESSETH: That,

WHEREAS the OWNER is engaged in the operation of Dwight D. Eisenhower National Airport; and whereas it is the desire of both parties that the CONSULTANT furnish consulting services in conjunction with the Parking Lots and Streets Rehabilitation FP540077, (PROJECT); and whereas all of the aforesaid being located within the corporate limits of the City of Wichita, Sedgwick County, Kansas, and

WHEREAS this Agreement and all subconsultant agreements shall be governed by the laws of the State of Kansas.

WHEREAS the OWNER is authorized by law to employ a consultant to provide professional consulting services NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES:

The Scope of Services to be performed by the CONSULTANT shall be as outlined in EXHIBITS B and B-1 thru B-9.

ARTICLE II - THE CONSULTANT AGREES:

- A. To provide the professional services, equipment, material and transportation to perform the tasks as outlined in ARTICLE I, SCOPE OF SERVICES.
- B. To designate a project manager who will coordinate all work and be the point of contact for communications and to submit qualifications of the proposed project manager to the OWNER in advance of the Notice to Proceed. The OWNER reserves the right to withhold the Notice to Proceed until a qualified project manager is designated. The OWNER shall concur with any changes to this assignment.

- C. To submit to the OWNER in a timely manner, editable, electronic files of all surveys and drawings in AutoCAD format and specifications in Microsoft Word. Each submittal shall be in a single, organized file that mimics the plans and specifications.
- D. To save and hold OWNER harmless against all suits, claims, damages and losses for injuries to third parties or their property or to the OWNER and its property arising from or caused by negligent acts, errors or omissions of CONSULTANT, its agents, servants, employees, or subconsultants occurring in the performance of its services under this Agreement. This liability shall extend to consequential damages suffered by OWNER as a result of loss of revenue, loss of grant or other funding mechanisms, regulatory penalties, changes in construction requirements, or changes in regulatory compliance requirements.
- E. To maintain all books, documents, papers, accounting records, and to make such material available at the CONSULTANT'S office at reasonable times during the contract period, and for three years from the date of final payment under the Agreement, for inspection and/or duplication by the OWNER or authorized representatives.
- F. To not, on the grounds of race, color, sex, national origin, age or handicap, discriminate or permit discrimination in violation of any federal, state or local laws or of Part 21 of the regulations of the Office of the United States Department of Transportation (49 CFR 21). The CONSULTANT, in performing the work or services required pursuant to this Agreement, shall not participate either directly or indirectly in discriminations prohibited by the non-discrimination requirements of the City of Wichita, Kansas, as set out in EXHIBIT B. The OWNER reserves the right to take such action as the United States Government or any state or local government may direct to enforce this covenant.
- G. That it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The CONSULTANT assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The CONSULTANT assures that it will require that their covered suborganizations provide assurances to the OWNER that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
- H. To accept compensation for the work herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work described in EXHIBIT A.
- I. To submit billings to the OWNER for the Services performed as required by this Agreement. Billings shall not exceed progress of work as evidenced by deliverables submitted by the CONSULTANT and approved by the OWNER. During the progress of work covered by the Agreement, partial payment requests may be made at intervals of not less than four weeks. The progress billings shall be supported by documentation acceptable to the OWNER, which shall include a record of the percentage completion evidenced by approved deliverables, of the number of days allocated for completion of the work, the number of days that have elapsed, and the number of days that remain to

complete the work. Progress billings shall also include copies of subconsultant invoices to the CONSULTANT for the same billing period. Payment to subconsultants, for satisfactory performance shall be made within 30 days of receipt of payment and no retainage shall be withheld. Any delay or postponement of payment from the referenced time frame may occur only for good cause and following written approval of the OWNER.

- J. To complete and deliver plans to the OWNER within the time allotted for the work as stipulated herein; except that the CONSULTANT shall not be responsible or held liable for the time required for reviews for the approving parties or other delays occasioned by the actions or inactions of the OWNER or other agencies, or for other unavoidable delays beyond the control of the CONSULTANT. The schedule is outlined in EXHIBIT C, attached hereto and incorporated herein by reference.
- K. To covenant and represent to be responsible for the professional and technical accuracy and the coordination of all drawings or other work or material furnished by the CONSULTANT under this Agreement.

CONSULTANT further agrees, covenants and represents that services furnished by CONSULTANT, its agents, employees and subconsultants under this Agreement shall be free from negligent errors or omissions.

- L. That all specifications and bid documents prepared in accordance with the work required by this Agreement shall contain a clause that provides the following:

"Notwithstanding anything to the contrary contained in these bid documents or the contract to be awarded herein, the OWNER shall not be subject to arbitration and any clause relating to arbitration contained in these bid documents or in the contract to be awarded herein shall be null and void."

- M. To procure and maintain such professional liability insurance as will protect the CONSULTANT from damages resulting from negligent acts and/or omissions of the CONSULTANT, its agents, officers, employees and subconsultants in an amount not less than \$2,000,000 per claim, subject to deductible of the greater of \$10,000 or such amount that the CONSULTANT can demonstrate to OWNER'S satisfaction is financially prudent. The CONSULTANT shall be responsible for payment of all deductible amounts without reimbursement by OWNER.

In addition, CONSULTANT will provide either:

___ tail coverage on the same terms extending for 3 years after project completion, or

__X__ agree, by this provision, to continuously maintain professional liability insurance on a claims made basis at an equal or greater level of coverage to that described above for a period extending for 3 years after project completion.

The professional liability coverage is subject to deductible of the greater of \$10,000 or such amount that the CONSULTANT can demonstrate to OWNER'S satisfaction is financially prudent. The CONSULTANT shall be responsible for payment of all deductible amounts without reimbursement by OWNER.

To procure and maintain a Worker's Compensation policy with coverage amounts sufficient to meet statutory requirements. This policy shall contain an "all-states" endorsement. In addition, an Employers Liability policy with coverage in the sum of not less than \$1,000,000 shall be provided and maintained. This policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Worker's Compensation Law. The CONSULTANT shall maintain such insurance through the duration of the PROJECT.

To procure and maintain a commercial general liability policy for the duration of the PROJECT that shall be written in a comprehensive form and shall protect CONSULTANT against all claims arising from injuries to persons (other than CONSULTANT'S employees) or damage to property of the OWNER or other persons or other liability loss arising out of any negligent act or omission of CONSULTANT, its agents, officers, employees, or subconsultants in the performance of CONSULTANT services under this Agreement

The liability limit shall not be less than \$1,000,000 per occurrence for bodily injury, death and property damage. The Wichita Airport Authority, Wichita, Kansas; the City of Wichita; their officers, employees and agents shall be named as additional insureds under the terms of the policy with respect to the names insurer's operations. Satisfactory Certificates of Insurance shall be filed with the OWNER prior to the time CONSULTANT starts any work under this Agreement. The CONSULTANT shall maintain such insurance through the duration of the PROJECT. In addition, insurance policies applicable hereto shall contain a provision that provides that the OWNER shall be given written notice by the insurance company equal to that owed to the insured under the policy terms before such policy is substantially changed or cancelled.

- N. Its agents, employees and subcontractors, shall be subject to any and all applicable rules, regulations, orders and restrictions which are now in effect and which apply to its activities on Airport property, including such rules, regulations, orders and/or restrictions that may be adopted, enacted or amended during the term of this Agreement.
- O. That all information provided by the OWNER and/or developed for the PROJECT shall be considered confidential and proprietary, and shall not be reproduced, transmitted, used or disclosed by the CONSULTANT without the written consent of OWNER, except as may be necessary for the non-disclosing party to fulfill its obligations hereunder; provided, however, that the limitation shall not apply to any information or portion thereof, which is:
 - 1. Within the public domain at the time of its disclosure.
 - 2. Required to be disclosed by a court of competent jurisdiction or Government order.
 - 3. Approved by the OWNER for publicity.
 - 4. Required to be communicated in connection with filings with governmental bodies having jurisdiction over the design or construction of the PROJECT.

- P. The CONSULTANT and the OWNER shall not be obligated to resolve any claim or dispute related to this Agreement by arbitration. Any reference to arbitration in any proposal or contract documents is deemed void.
- Q. That the project documents are exclusive property of the Wichita Airport Authority. The use of the project documents, including the Drawings, Specifications, Shop Drawings, all material in electronic format and project record documents, for any other purpose or project is prohibited, without the expressed written consent of the Wichita Airport Authority.
- R. That it and its subconsultants will work exclusively for the OWNER on all aspects of this Project.
- S. To review, approve and forward undisputed requests for payment to the OWNER within seven business days of receipt from the contractor.
- T. Should CONSULTANT, its subconsultants and/or agents cause any violation of Federal, State and/or local law, regulation or ordinance, and should OWNER be cited for a fine or penalty for such violation, CONSULTANT agrees to reimburse OWNER for any monetary fine or penalty which may be imposed on OWNER. However, nothing herein shall prevent the CONSULTANT from contesting the legality, validity or application of such fine or penalty to the full extent CONSULTANT may lawfully be entitled, nor require OWNER to pursue such a contest on CONSULTANT'S behalf. OWNER agrees to cooperate in CONSULTANT'S content of the validity of such fine or penalty, at CONSULTANT'S expense.

ARTICLE III - THE CONSULTANT CERTIFIES:

- A. The CONSULTANT has not employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the CONSULTANT) to solicit or secure this Agreement.
- B. The CONSULTANT has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.
- C. By acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the CONSULTANT or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this Agreement.

ARTICLE IV - THE OWNER AGREES:

- A. To furnish all available data pertaining to the PROJECT available to the OWNER. All data shall be considered confidential unless otherwise noted.
- B. To provide standards, as available, for the PROJECT.

- C. To pay the CONSULTANT for services in accordance with the requirements of this Agreement within thirty (30) working days from the date of receipt of invoice and upon satisfactory performance of service.
- D. To provide the right of entry into secured areas for CONSULTANT'S personnel, subject to all rules and regulations of the OWNER, the Transportation Security Administration and Federal Aviation Administration regarding airfield safety and security.
- E. To pay all applicable design phase fees, unless otherwise stated herein.
- F. To abate asbestos, as needed, within the work zone.
- G. To indemnify and hold the CONSULTANT harmless against OWNER'S negligent acts and errors.

ARTICLE V - PAYMENT PROVISIONS:

- A. Payment to the CONSULTANT for performance of the specified services shall be as described hereinafter and total \$148,475.00.
 - 1. Payment to the CONSULTANT for the performance of design services shall be a lump sum fee amount of \$147,132.00. (EXHIBIT D)
 - 2. Payment to the CONSULTANT for the performance of the bid phase services shall be a lump sum fee amount of \$1,343.00. (EXHIBIT D)
 - 3. Payment to the CONSULTANT for the performance of the construction phase services shall be negotiated at a later date.
- B. During the course of the Agreement any scope changes anticipated or detected by the CONSULTANT shall immediately, and in writing, be brought to the attention of the OWNER along with an estimate of actual costs and impact to the schedule. The CONSULTANT shall give the OWNER the opportunity to mitigate any and/or all impacts of the proposed scope changes. For potential scope changes initiated by the OWNER, the OWNER shall provide to the CONSULTANT, in writing, the known details of the proposed scope change and the CONSULTANT shall proceed to provide a timely response. In no case shall additional work be performed nor shall additional compensation be paid except on the basis of an executed supplemental agreement.
- C. Final payment shall not occur until all work is complete and approved by the OWNER.

ARTICLE VI - THE PARTIES HERETO MUTUALLY AGREE:

A. TERMINATION OF CONTRACT

- 1. That the right is reserved to the OWNER to terminate this Agreement or any portion of phase of this Agreement at any time, upon written notice, in the event the PROJECT is to be abandoned; PROVIDED, however, that in such case the CONSULTANT shall be paid the reasonable value of the Services rendered up to the time of termination on the basis of the provisions of this Agreement, but in no case shall payment be more than the CONSULTANT'S actual costs plus a

reasonable sum for profit. Upon receipt of such notice, Services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Agreement, whether completed or in progress, delivered to the OWNER and become the possession of the OWNER.

2. Any violation or breach of the terms of this Agreement on the part of the CONSULTANT or subconsultant(s) may result in the suspension or termination of this Agreement or such other action, which may be necessary to enforce the rights of the parties of this Agreement. In such case, the OWNER may take possession of all materials as may have been accumulated in performing this Agreement, whether completed or in progress and take over the work and prosecute the same to completion, by separate agreement or otherwise, for the account and at the expense of the CONSULTANT. The CONSULTANT shall be liable to the OWNER for those costs associated with the remedy of the breach of terms.
 3. The rights and remedies of the OWNER provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- B. That the specifications, plans and other deliverables shall become the property of the OWNER upon delivery or termination of the Services in accordance with this Agreement. The OWNER shall not hold the CONSULTANT and subconsultants liable upon the OWNER'S reuse of any part of deliverables, and there shall be no restriction or limitation on their further use by the OWNER. Consultant's seal and name shall not be reproduced on such documents if reused by the OWNER.
 - C. That the services to be performed by the CONSULTANT under the terms of this Agreement are personal and cannot be assigned, sublet or transferred without specific consent of the OWNER.
 - D. In the event of unavoidable delays in the progress of the work, reasonable extensions in the time will be granted by the OWNER, provided, however, that the CONSULTANT shall request extensions in writing giving the reason therefore.
 - E. Unless otherwise provided in this Agreement, the CONSULTANT and agents, servants, employees, or subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
 - F. It is further agreed that this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.
 - G. For good cause, and as consideration for executing this Agreement, the CONSULTANT, acting herein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the OWNER all right, title, and interest in and to all causes of action it may now or hereafter require under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the OWNER pursuant to this Agreement.

- H. Neither the OWNER'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the CONSULTANT under this Agreement shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement.
- I. It is specifically agreed between the parties executing this Agreement, that it is not intended by any of the provisions of any part of this Agreement to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damage pursuant to the terms of provisions of this Agreement.
- J. The CONSULTANT and the OWNER shall not be obligated to resolve any claim or dispute related to this Agreement by arbitration. Any reference to arbitration in any proposal or contract documents is deemed void.
- K. The failure of any party to enforce, at any time, the provisions of this Agreement or the failure to exercise any option which it provides shall not be construed as a waiver of such provisions or to affect the validity of this Agreement or any of its terms, or the right of any party to enforce each and every provision of this Agreement or the right to exercise any option provided within this Agreement terms. Neither waiver of any breach nor waiver of multiple breaches of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies available under this Agreement are cumulative and are in addition to every other remedy provided by operation of law.

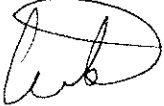
IN WITNESS WHEREOF, the OWNER and the CONSULTANT have executed this Agreement as of the date first written above.

OWNER

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By: _____
Karen Sublett, City Clerk

By: _____
Jeff Longwell, President

By:  _____
Victor D. White, Director of Airports

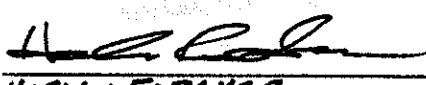
APPROVED AS TO FORM:


Director of Law

Date: 2-17-16

CONSULTANT

Certified Engineering Design
1935 West Maple
Wichita, Kansas 67213

By:  _____
HARLAN FORAKER
Title: PRESIDENT

ATTACHMENTS: EXHIBIT A – Equal Employment Opportunity
EXHIBIT B – Scope of Services and Maps (10)
EXHIBIT C – Project Schedule
EXHIBIT D – Fee Schedule

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
 - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or

recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
 5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
- D. Exempted from these requirements are:
1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
 2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

SCOPE OF SERVICES LOCATIONS WITH MAJOR WORK ELEMENTS

(January 26, 2016)

LOCATIONS

Location B-1: 1935 Midfield Road Parking Lot – Parking lot reconstruction with PCC and curb and gutter. Replace the existing irrigation system and landscape the parcel using the Airport's Landscape Design Criteria. Possible storm water system modifications. Evaluate parking and building entrance lighting and install needed lights.

Location B-2: Airport Road, North of Harry Street – PCC pavement patching. Shoulder grading. East ditch re-grading north of Pueblo. Evaluate the former railroad crossing for pavement replacement. Pavement markings.

Location B-3: Air Cargo Road – PCC pavement and curb and gutted repairs. Pavement markings.

Location B-4: Terminal Loop Road – PCC pavement and curb and gutter repairs. Remove old street light pole bases. Possible grinding to smooth rough surfaces. Pavement markings.

Location B-5: Midfield Road, North – Pavement rehabilitation or reconstruction. Evaluate options for rehabilitation vs. reconstruction (including new PCC pavement). Curb and gutter repairs. Street light conduit installed. Pull off lane for three car transports to unload and load cars. Possible sidewalk. Repair damaged turf behind the curbs. Pavement markings and signage.

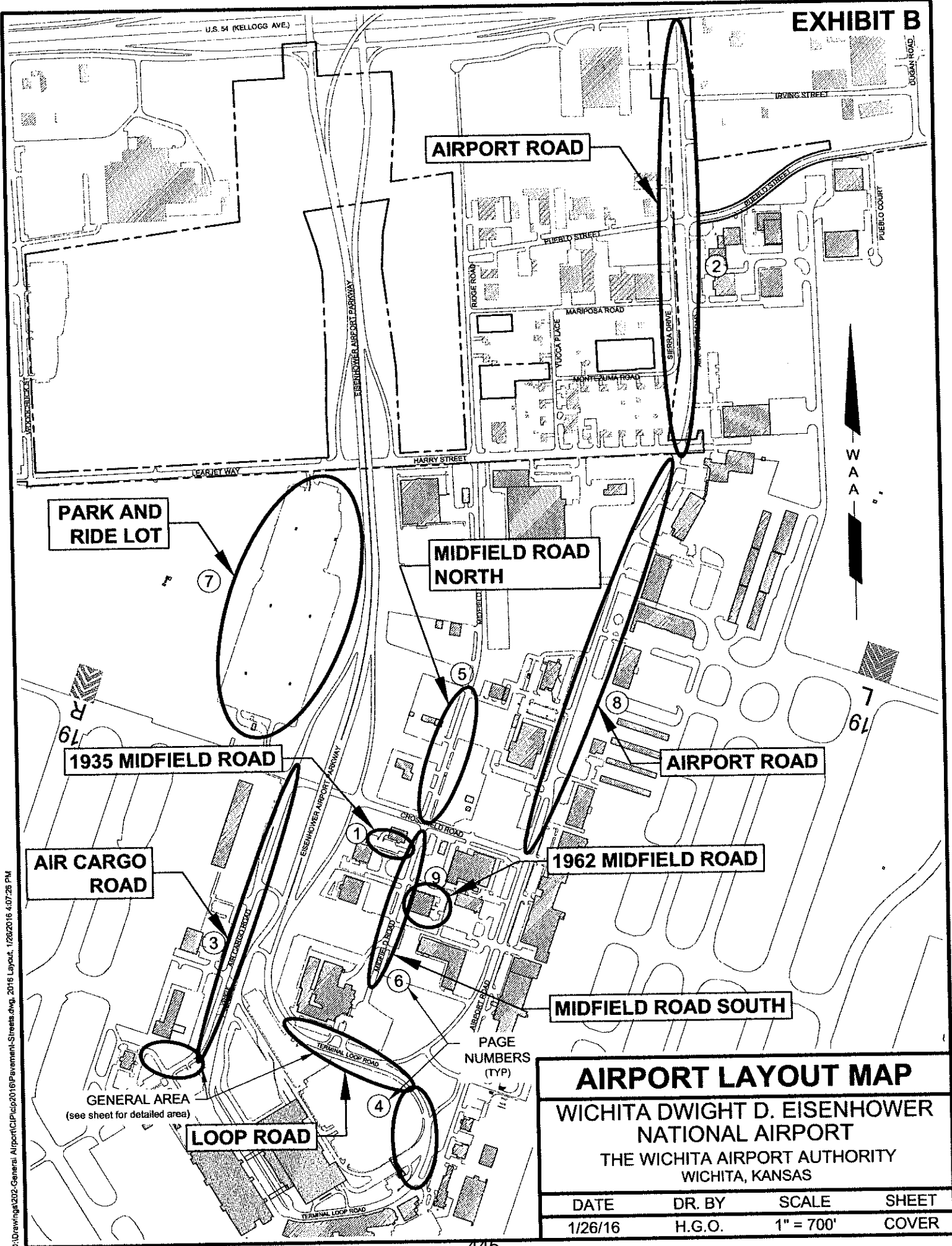
Location B-6: Midfield Road, South - Asphalt pavement rehabilitation or reconstruction. Evaluate options for repairs, rehabilitation vs. reconstruction (including new PCC pavement). Curb and gutter repairs. Pavement markings and signage.

Location B-7: Park & Ride Parking Lot – Asphalt parking lot pavement preventative treatment. Cracking filling/sealing. Patching, if needed. Pavement markings.

Location B-8: Airport Road, Crossfield Road to Harry Street – Pavement repairs and pavement rehabilitation. Replace inlet tops or entire inlets. Cores taken to

determine pavement and subgrade condition from Harry St. south to the Terminal Loop Road. Investigate drainage issues at the north end of the divided streets. Pavement markings and signage.

Location B-9: 1962 Midfield Road – Asphalt parking lot repairs or rehabilitation. Curb and gutter repairs. Evaluate parking and building entrance lighting and install needed lights. Pavement markings and signage.





1955 MIDFIELD ROAD
PRATT & WHITNEY

VACANT
1935 MIDFIELD ROAD

CROSSFIELD ROAD

MIDFIELD ROAD

LEGEND

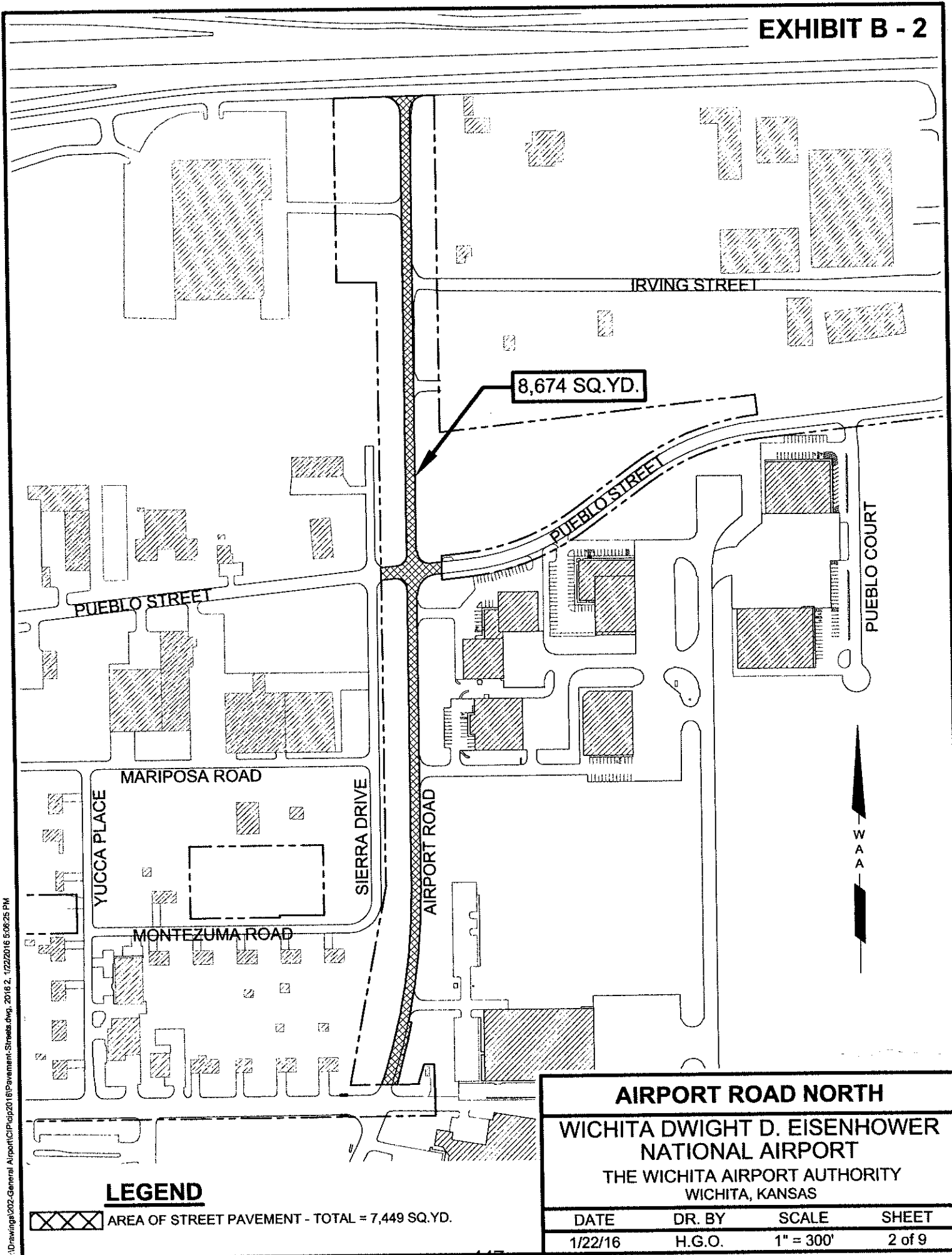
 AREA OF PARKING LOT PAVEMENT - TOTAL = 1,107 SQ.YD.

1935 MIDFIELD ROAD

WICHITA DWIGHT D. EISENHOWER
NATIONAL AIRPORT

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
1/22/16	H.G.O.	1" = 50'	1 of 9



LEGEND

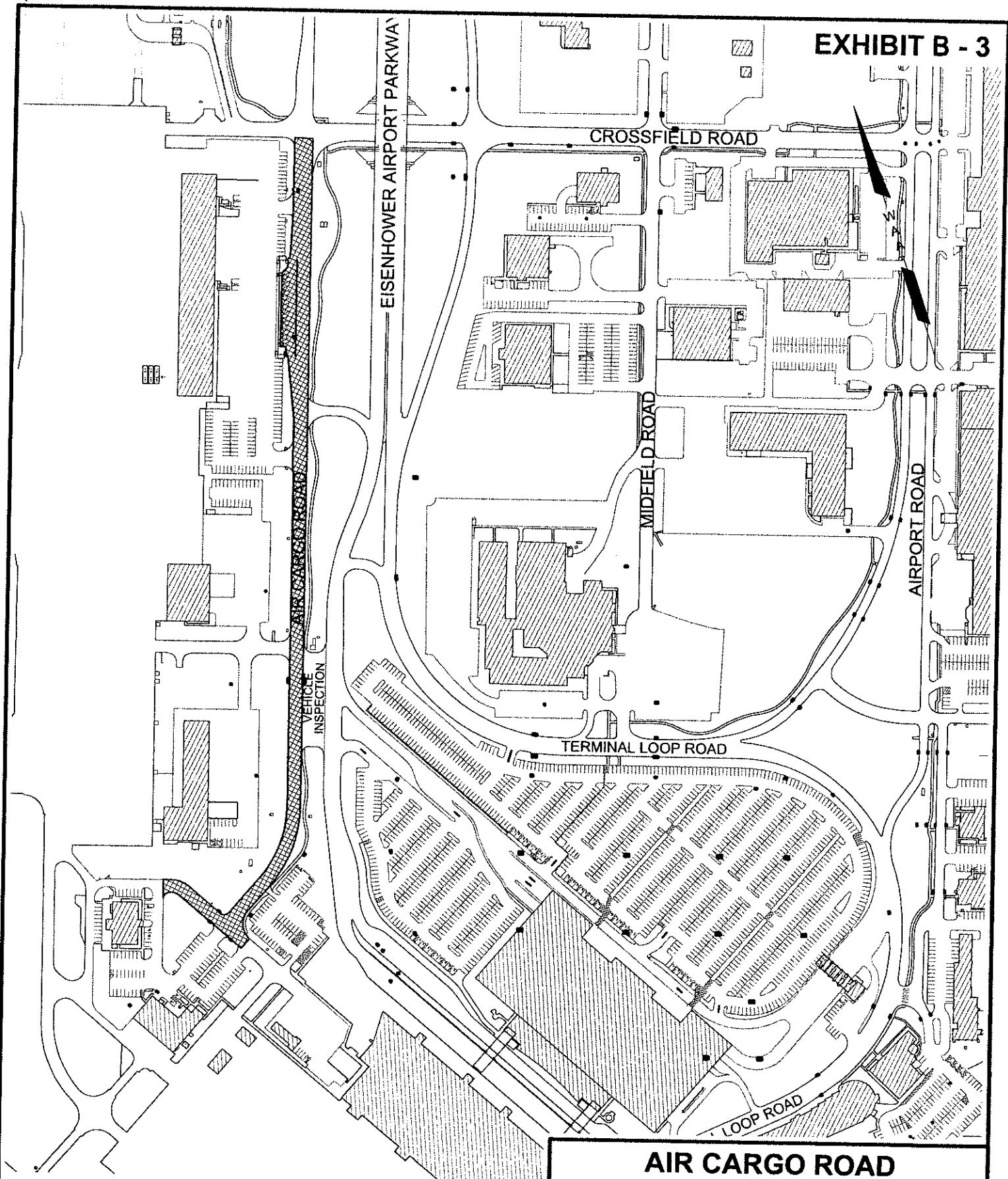
 AREA OF STREET PAVEMENT - TOTAL = 7,449 SQ.YD.

AIRPORT ROAD NORTH




**WICHITA DWIGHT D. EISENHOWER
NATIONAL AIRPORT**

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
1/22/16	H.G.O.	1" = 300'	2 of 9



LEGEND

-  AREA OF ROAD PAVEMENT - TOTAL = 8,990± sq.yd.
-  STORM WATER CURB INLET - 6 IN IMPROVEMENT AREA
-  STORM WATER AREA INLET - 1 IN IMPROVEMENT AREA

AIR CARGO ROAD

WICHITA DWIGHT D. EISENHOWER
NATIONAL AIRPORT

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
1/22/16	H.G.O.	1" = 300'	3 of 9

EISENHOWER AIRPORT PARKWAY

TERMINAL LOOP ROAD

AIRPORT ROAD

LEGEND



AREA OF ROAD PAVEMENT = 4,497± sq.yd.



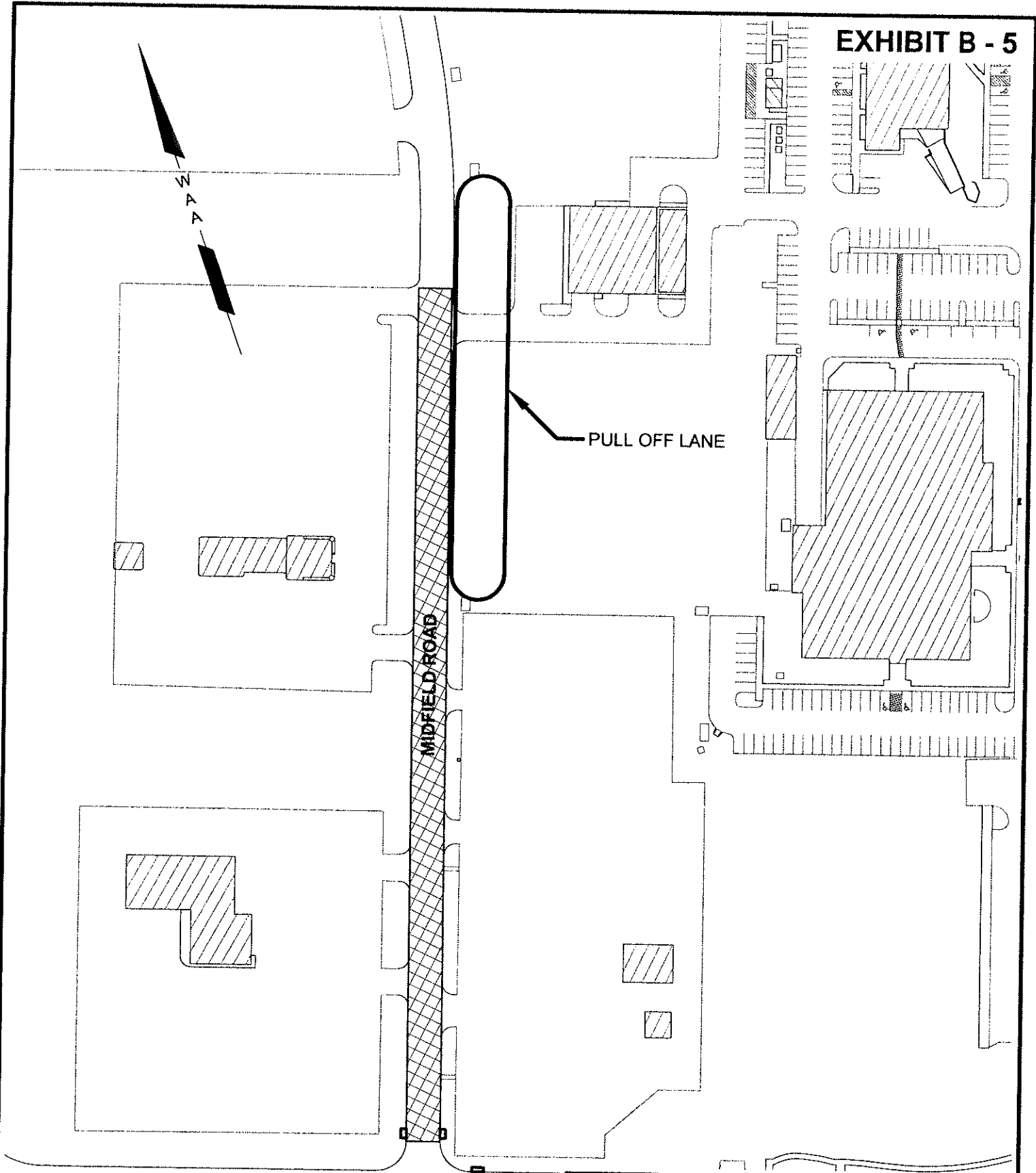
STORM WATER CURB INLET - 4 IN IMPROVEMENT AREA

TERMINAL LOOP ROAD, NORTH & EAST




WICHITA DWIGHT D. EISENHOWER
NATIONAL AIRPORT

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
1/22/16	H.G.O.	1" = 300'	4 of 9



LEGEND

-  AREA OF ROAD PAVEMENT - TOTAL = 2,699 SQ.YD.
-  STORM WATER CURB INLET - 2 IN IMPROVEMENT AREA
-  STORM WATER AREA INLET - 0 IN IMPROVEMENT AREA

APPROXIMATE AREA

MIDFIELD ROAD ASPHALT SECTION

WICHITA DWIGHT D. EISENHOWER
NATIONAL AIRPORT

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
1/22/16	H.G.O.	1" = 120'	5 of 9

MIDFIELD ROAD

LEGEND

-  AREA OF ROAD PAVEMENT - TOTAL = 3,069 SQ. YD.
-  STORM WATER CURB INLET - 1 IN IMPROVEMENT AREA

APPROXIMATE AREA**MIDFIELD ROAD ASPHALT SECTION SOUTH**

WICHITA DWIGHT D. EISENHOWER
NATIONAL AIRPORT

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

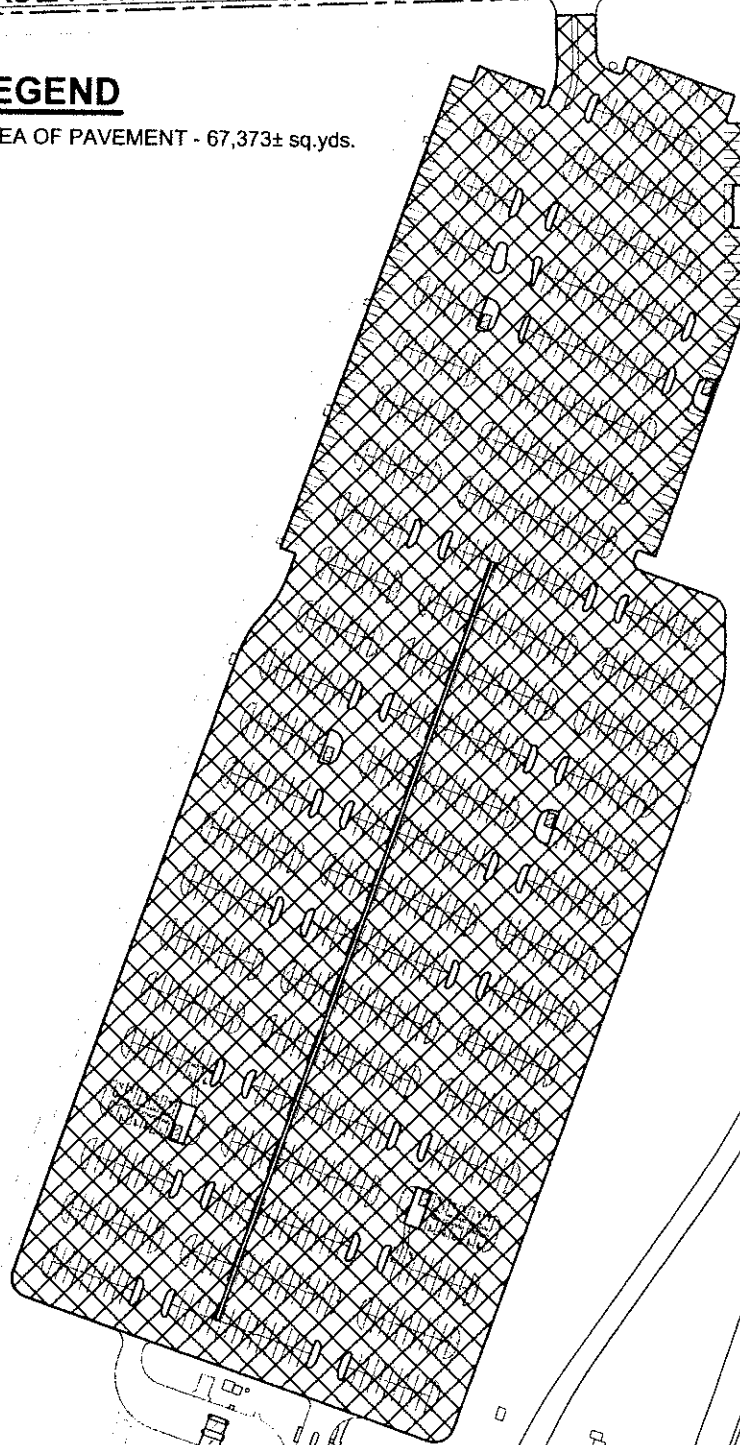
DATE	DR. BY	SCALE	SHEET
1/22/16	H.G.O.	1" = 100'	6 of 9

LEARJET WAY

EXHIBIT B - 7

LEGEND

 AREA OF PAVEMENT - 67,373± sq.yds.

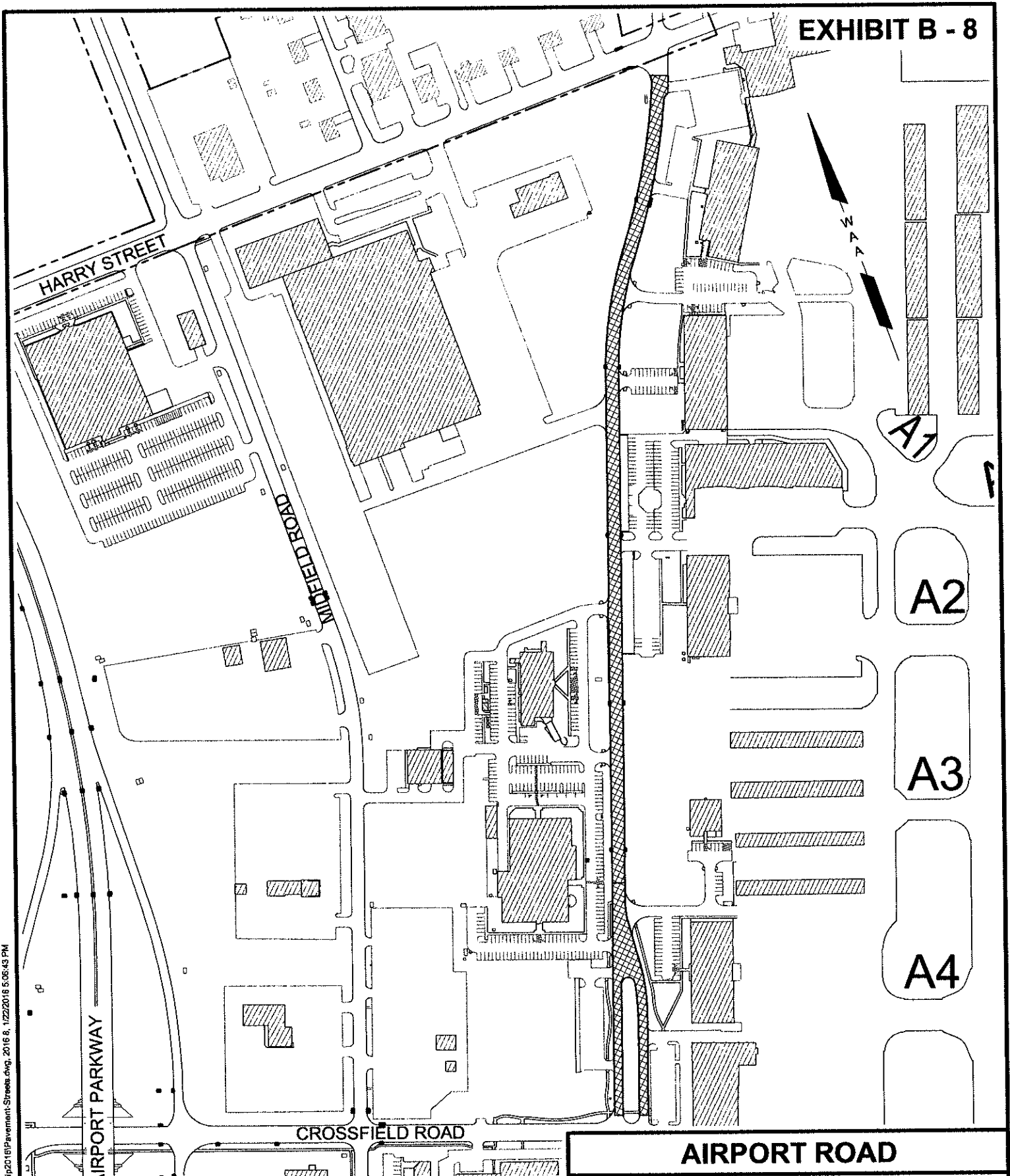


PARK AND RIDE

WICHITA DWIGHT D. EISENHOWER
NATIONAL AIRPORT

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
1/26/16	H.G.O.	1" = 200'	7 of 9



LEGEND

- AREA OF ROAD PAVEMENT - 9,398± sq.yds.
- STORM WATER CURB INLET - 12 IN IMPROVEMENT AREA
- STORM WATER AREA INLET - 0 IN IMPROVEMENT AREA

AIRPORT ROAD

WICHITA DWIGHT D. EISENHOWER
NATIONAL AIRPORT
THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
1/22/16	H.G.O.	1" = 500'	8 of 9

MIDFIELD ROAD

1962 MIDFIELD ROAD
VACANT

LEGEND



AREA OF PARKING LOT PAVEMENT - TOTAL = 2,355 SQ.YD.

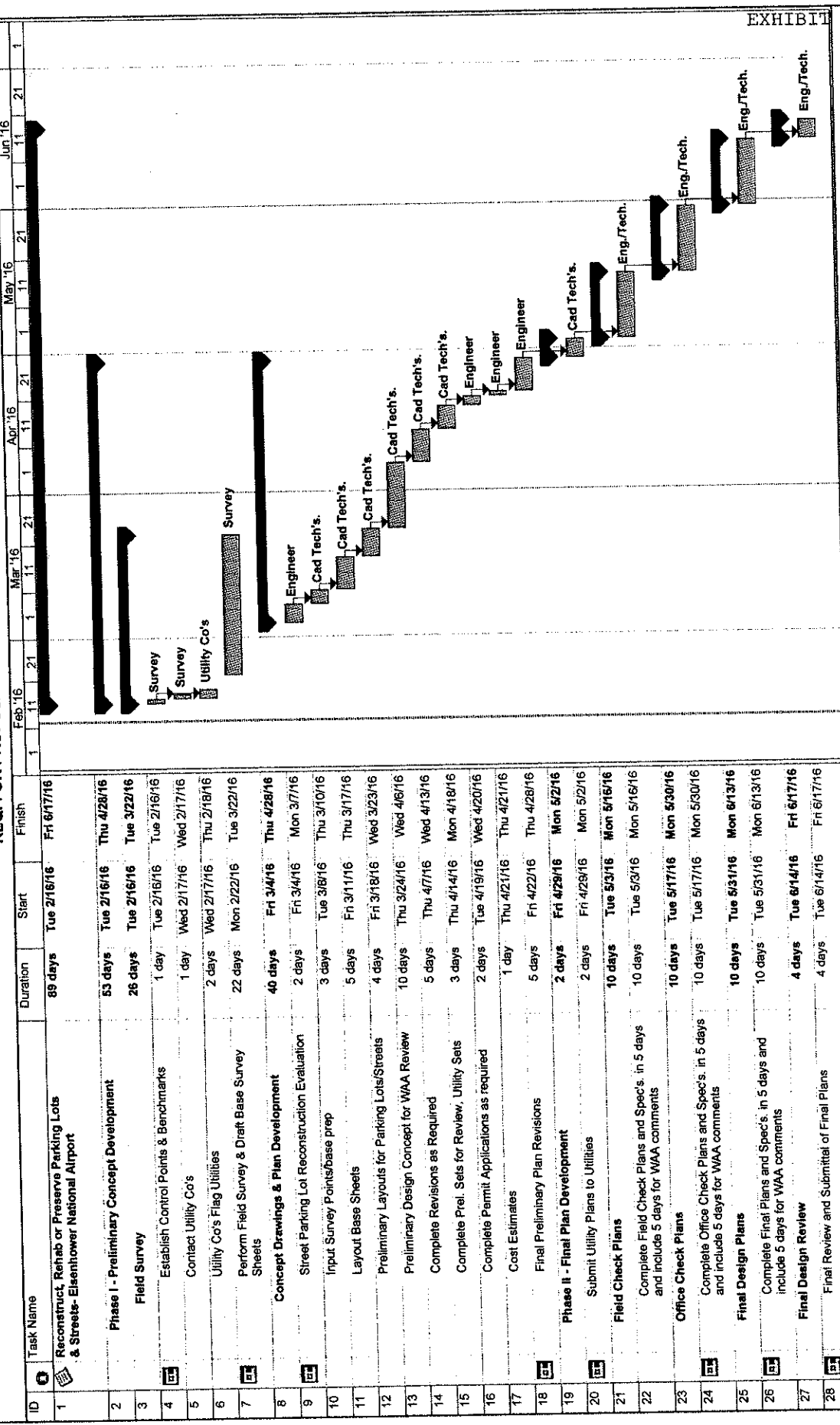
1962 MIDFIELD ROAD

WICHITA DWIGHT D. EISENHOWER
NATIONAL AIRPORT

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
1/22/16	H.G.O.	1" = 50'	9 of 9

**CERTIFIED ENGINEERING DESIGN, P.A.
PROPOSED DESIGN SCHEDULE FOR
RECONSTRUCT, REHAB OR PRESERVE LOTS AND STREETS AT
EISENHOWER NATIONAL AIRPORT
REQ. FOR PROPOSAL FP540077**



Project: Reconstruct/Rehab/PreservePa
Date: Fri 2/12/16

Task
Split
Progress

Milestone
Summary
Project Summary

External Tasks
External Milestone
External Milestone

Deadline

CERTIFIED ENGINEERING DESIGN, P.A.

PROJECT NO. FP540077 - DESIGN AND BIDDING PHASE SERVICES
PARKING LOT & STREET REHABILITATION AT EISENHOWER NATIONAL AIRPORT
THURSDAY, FEBRUARY 11, 2016

EXHIBIT D

ITEM	PRINCIPAL	DESIGN ENGINEER	ENGINEER TECH.		SURVEY CREW	TOTALS
ENGINEERING						
TOPOGRAPHIC SURVEY				B-1(1935 Midfield)	0	
				B-2(N. Airport Rd.)	25	
				B-3(Air Cargo)	20	
				B-4(Terminal)	20	
				B-5,B-6(Midfield)	40	
				B-7(ParkRide)	30	
				B-8(S. Airport Rd.)	40	
				B-9(1962 Midfield)	0	
BASE SHEET PREPARATION		40	100			
PROJECT PAVEMENT EVALUATION		40	40			
FIELD CHECK PLANS		24	80			
OFFICE CHECK PLANS		24	60			
CONSTRUCTION QUANTITIES		16	24			
PLAN REVIEW		40	40			
UTILITY COORDINATION		40	24			
ENGINEER ESTIMATE		20	24			
EROSION CONTROL AND NOI PERMIT		16	24			
TRAFFIC CONTROL		40	96			
MEETINGS		30	24			
FINAL PLAN PREPARATION		40	80			
NORTH MIDFIELD ROAD TRANSPORT TURNOUT LANES		60	120			
NORTH AIRPORT ROAD REHAB		40	80			
CONSTRUCTION SPECIFICATIONS		40	20			
TOTAL HOURS	0	510	836		175	1521
RATE PER HOUR	\$50.00	\$42.22	\$25.00		\$60.00	
TOTAL HOURLY COSTS	\$0	\$21,532	\$20,900		\$10,500	\$52,932
OVERHEAD					1.25	\$66,165
FEE(15%)						\$17,865
PRINTING COSTS						\$1,000
LANDSCAPE ARCHITECT FOR 1935 MIDFIELD ROAD IRRIGATION & LANDSCAPE PLANS						\$1,800
JOHNSON ENGINEERING LIGHTING DESIGN						\$4,750
CONCRETE CORINGS BY GEOTECHNICAL SERVICES INC.						\$2,620
					SUBTOTAL	\$147,132
BIDDING PHASE SERVICES						
JOHNSON ENGINEERING CED-DESIGN ENGINEER				11.5 hrs. @ \$95/hr.		\$250
					SUBTOTAL	\$1,093
TOTAL						\$148,475
TOTAL FEE =						\$148,475

**City of Wichita
City Council Meeting
March 1, 2016**

TO: Wichita Airport Authority

SUBJECT: LeaseCorp Aviation, LLC
Commercial Hangar Supplemental Agreement No. 1
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve Supplemental Agreement No. 1.

Background: Since June 2012, LeaseCorp Aviation, LLC (LeaseCorp) has managed and operated multiple commercial hangars at the Wichita Dwight D. Eisenhower National Airport for the purpose of aircraft storage, and providing office space to a variety of aviation businesses. On October 14, 2014, the Wichita Airport Authority (WAA) approved an agreement with LeaseCorp to construct two hangars with office space at 6565 Pueblo Court and 6545 Pueblo Court.

Analysis: Based upon a land survey conducted after the commencement of the agreement, LeaseCorp desires to amend the leasehold size to match the survey. Therefore, the leasehold needs to increase from 158,921 sq. ft. to 159,823 sq. ft. of land.

Financial Considerations: The current land rental rate for this lease is \$.1982 per sq. ft. per year. The WAA will see an annual increase in land rent of \$179.

Legal Considerations: The supplemental agreement has been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the supplemental agreement and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 1.

SUPPLEMENTAL AGREEMENT NO. 1

By and Between

WICHITA AIRPORT AUTHORITY
Wichita, Kansas

and

LEASECORP AVIATION L.L.C.

for

Commercial Hangar Operator – 6565 Pueblo Court and 6545 Pueblo Court
Wichita Dwight D. Eisenhower National Airport
Wichita, Kansas

THIS SUPPLEMENTAL AGREEMENT NO. 1 is entered into this March 1, 2016, between The Wichita Airport Authority, Wichita, Kansas (LESSOR) and LEASECORP AVIATION, LLC, (LESSEE).

WHEREAS, the parties previously entered into an Agreement dated October 14, 2014 for certain premises, including land and facilities, both improved and unimproved, located at 6565 Pueblo Court and 6545 Pueblo Court, to be used and occupied for the purpose of commercial hangar operator as described herein on the Premises; and

WHEREAS, the LESSOR and LESSEE now wish to enter into this Supplemental Agreement No. 1 for the purpose of modifying the leasehold:

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, LESSOR and LESSEE do hereby agree as follows:

1. PREMISES

Section 1, Premises, in the Original Agreement shall be **replaced** by the following language:

LESSOR agrees to let to LESSEE, and LESSEE does hereby rent from LESSOR certain real property located at 6565 Pueblo Court, consisting more or less of 74,499 sq. ft. of land and 6545 Pueblo Court, consisting more or less of 85,324 sq. ft. of land, (Premises), as set forth and shown

on the attached revised Exhibit "A", dated September 10, 2015. The Premises shall include the land and any facilities, structures and improvements located and constructed on the land.

LESSEE acknowledges that the Premises are in good and tenantable condition, and LESSEE accepts Premises in its presently existing condition, "as is," "where is," and that LESSOR shall not be obligated to make any improvements or modifications to the Premises.

During the Term of this Agreement, LESSOR may re-measure various areas within and around the Premises, in an effort to more accurately reflect improvements, additions and modifications. In the event the square footage of the Premises identified herein differs from the Premises square footage determined by such re-measurement, the parties agree to enter into an amendment to this Agreement to modify the Premises description to reflect the actual square footage of the Premises subject to the provisions of this Agreement. If the actual square footage of the Premises is determined to differ from than the square footage of the defined Premises the current fees and charges shall be re-calculated. Thereafter, LESSEE's monthly fees and charges shall be based upon the re-measured square footage. The parties agree that any increase or decrease in the monthly fees and charges payable resulting from re-measurement of the Premises shall not be applied retroactively. The Director may execute an amendment to this Agreement on behalf of LESSOR to reflect the adjusted monthly fees and charges.

2. OPTION TERMS

Section 3 – Option Terms the Original Agreement, dated October 14, 2014 shall be **modified** to include the following:

This Agreement shall have two additional five (5) year periods thereby a total of four (4), consecutive five (5) year periods.

The third (3) Option Term, if exercised by mutual agreement of both parties, shall commence on November 1, 2044, and expire on October 31, 2049. The fourth (4) Option Term, if exercised by mutual agreement of both parties, shall commence on November 1, 2049, and expire on October 31, 2054.

3. LAND RENT DURING INITIAL TERM

Section 4, Land Rent During Initial Term, in the Primary Agreement shall be **replaced** by the following language:

LESSEE shall pay to LESSOR basic land rental for the Premises located at 6565 Pueblo Court, containing approximately 74,499 sq. ft. of land and 6545 Pueblo Court, containing approximately 85,324 sq. ft. of land. That rent shall be calculated as follows:

INITIAL TERM					
6565 Pueblo Court – 74,499 Sq. Ft.					
6545 Pueblo Court – 85,324 Sq. Ft.					
Total = 159,823 Sq. Ft.*					
Years			Rate Per Sq. Ft.	Annual	Monthly
12/1/2014	-	11/30/2019	.1982	31,676.92	2,639.74
12/1/2019	-	11/30/2024	.2081	33,259.17	2,771.60
12/1/2024	-	11/30/2029	.2185	34,921.33	2,910.11
12/1/2029	-	11/30/2034	.2294	36,663.40	3,055.28

4. LAND RENT DURING OPTION TERMS

Section 6, Land Rent During Option Terms, in the Primary Agreement shall be **replaced** by the following language:

FIRST OPTION TERM					
6565 Pueblo Court – 74,499 Sq. Ft.					
6545 Pueblo Court – 85,324 Sq. Ft.					
Total = 159,823 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
12/01/2034	-	11/30/2039	.2409	38,501.36	3,208.45

<p align="center">SECOND OPTION TERM</p> <p align="center">6565 Pueblo Court – 74,499 Sq. Ft.</p> <p align="center">6545 Pueblo Court – 85,324 Sq. Ft.</p> <p align="center">Total = 159,823 Sq. Ft.</p>					
Years			Rate Per Sq. Ft.	Annual	Monthly
12/01/2039	-	11/30/2044	.2529	\$40,419.24	\$3,368.27

<p align="center">THIRD OPTION TERM</p> <p align="center">6565 Pueblo Court – 74,499 Sq. Ft.</p> <p align="center">6545 Pueblo Court – 85,324 Sq. Ft.</p> <p align="center">Total = 159,823 Sq. Ft.</p>					
Years			Rate Per Sq. Ft.	Annual	Monthly
12/01/2039	-	11/30/2044	.2655	\$42,433.01	\$3,536.08

<p align="center">FOURTH OPTION TERM</p> <p align="center">6565 Pueblo Court – 74,499 Sq. Ft.</p> <p align="center">6545 Pueblo Court – 85,324 Sq. Ft.</p> <p align="center">Total = 159,823 Sq. Ft.</p>					
Years			Rate Per Sq. Ft.	Annual	Monthly
12/01/2039	-	11/30/2044	.2788	\$44,558.65	\$3,713.22

5. OTHER TERMS

It is understood and agreed that all other terms and conditions of the existing Agreement between the parties hereto are incorporated herein and reaffirmed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

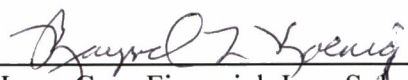
By _____
Karen Sublett, City Clerk

By _____
Jeff Longwell, President
"LESSOR"

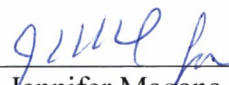
By  _____
Victor D. White, Director of Airports

ATTEST:

By _____

By  _____
LeaseCorp Financial, Inc., Sole Member
Raymond L. Koenig, President
"LESSEE"

APPROVED AS TO FORM:

 _____
Jennifer Magana,
City Attorney and Director of Law

Date: 2-17-16

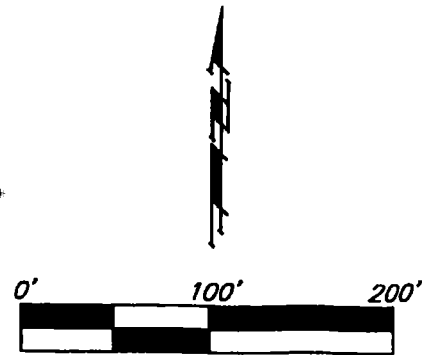
EXHIBIT "A"

Page 1 of 1

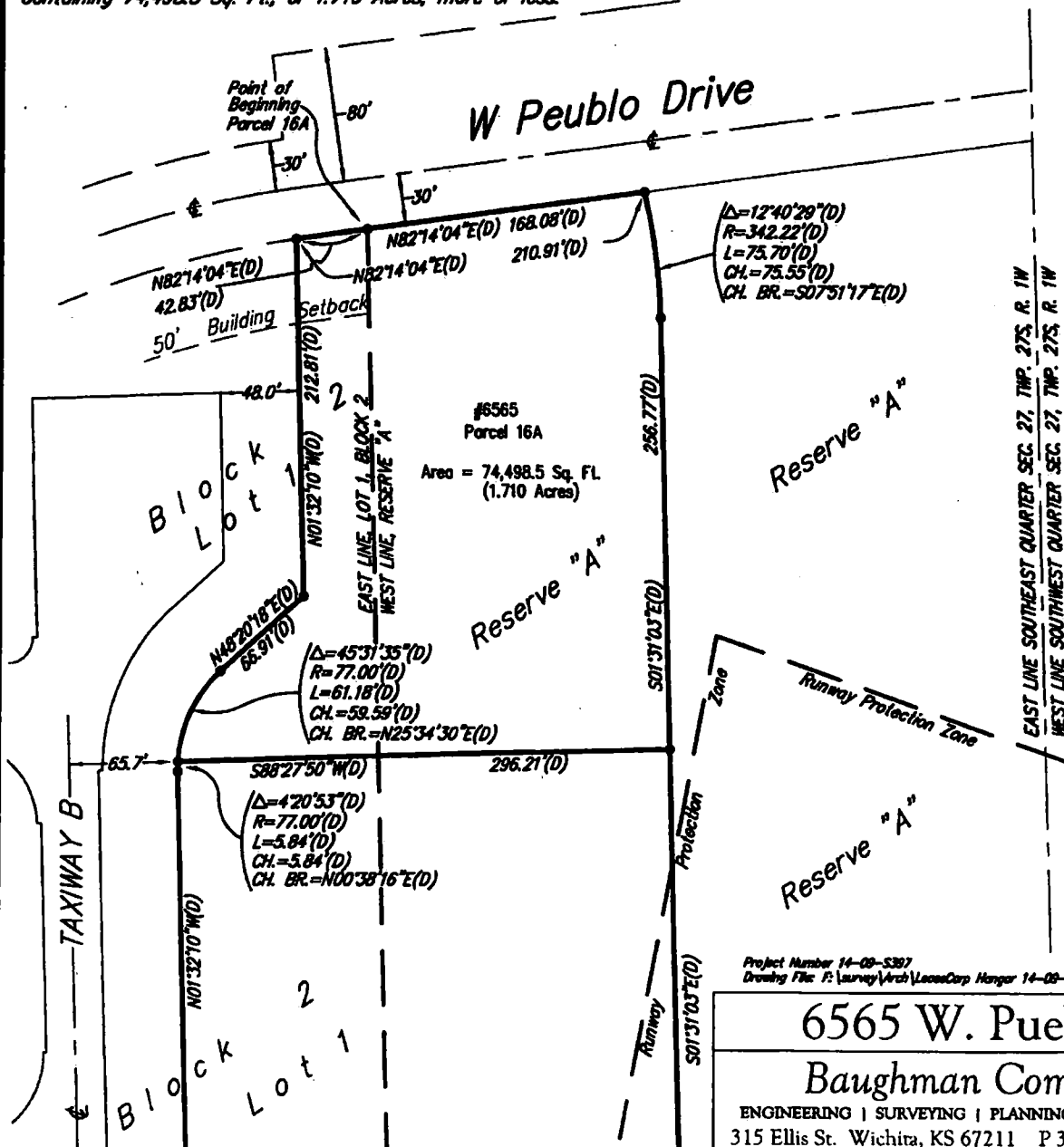
LAND LEASE DESCRIPTION

That part of Lot 1, Block 2 and Reserve "A", Mid-Continent Airport Addition, Wichita Sedgwick County, Kansas described as follows: Beginning at the northwest corner of said Reserve "A"; thence N82°14'04"E along the north line of said Reserve "A", 168.08 feet to the point of curvature of a non-tangent curve to the right; thence southerly along said curve, having a central angle of 12°40'29" and a radius of 342.22 feet, and an arc distance of 75.70 feet, (having a chord length of 75.55 feet bearing S07°51'17"E), to the point of tangency of said curve; thence S01°31'03"E parallel with the west line of said Reserve "A", 256.77 feet; thence S88°27'50"W, 296.21 feet to a point on a non-tangent curve to the right; thence northeasterly along said curve, through a central angle of 45°31'35" and having a radius of 77.00 feet, an arc distance of 61.18 feet, (having a chord length of 59.59 feet bearing N25°34'30"E), to the point of tangency of said curve; thence N48°20'18"E, 66.91 feet; thence N01°32'10"W, 212.81 to a point on the most easterly segment of the north line of said Lot 1, said point being N82°14'04"E, 0.23 feet from the most easterly point of curvature in the north line of said Lot 1; thence N82°14'04"E, along the most easterly segment of the north line of said Lot 1, Block 2, 42.83 feet to the Point of Beginning.

Containing 74,498.5 Sq. Ft., or 1.710 Acres, more or less.



• = #4 Rebar with "Baughman" Cap (Set)



Project Number 14-09-S387
Drawing File: P:\survey\Arch\LeaseCorp Hanger 14-09-S387\Drawing\LeaseCorp New 8-10-2015.dwg

6565 W. Pueblo Court

Baughman Company, P.A.

ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149

DATE	DRAWN BY:	SCALE	SHEET
09/10/2015	MGC	1"=100'	1 OF 1

**City of Wichita
City Council Meeting
March 1, 2016**

TO: Wichita Airport Authority

SUBJECT: Specific Airport Marketing Services Contract

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Non-Consent)

Recommendation: Approve the contract.

Background: Certain marketing services are necessary to implement the Airport System's marketing initiatives which are focused on passenger and revenue development, with the goals of increasing air services, increasing passenger retention, reducing leakage to other airports, improving the image of the Airport System, and improving the customer experience. In 2013, the Wichita Airport Authority (WAA) changed the previous practice of contracting with a single firm to serve as its full-service advertising agency-of-record. Instead, the WAA now has a team that includes one firm to provide specific airport marketing services, and a second firm to provide media buying services and miscellaneous technical services (Copp Media). The team is led by the Air Service and Business Development Manager in conjunction with the City's Marketing Manager and Strategic Communications Director.

As demand for air travel from Eisenhower National Airport (ICT) increases, so do the opportunities to improve air service. The air service environment is challenging due to circumstances such as pilot shortage, capacity constraints, competition, fluctuating fuel prices, the economy, airline service levels, etc. Despite these challenges, much progress has been made. The best measurement of progress is through data analysis and studies that determine the percentage of passengers in the catchment area using ICT versus competing airports in the region. In 2001, when the first catchment study was conducted, the retention rate was 56 percent. In 2013, prior to the start of Southwest Airlines, the retention rate was 76.4 percent. In 2015, after a full year of Southwest service (and after AirTran's departure), the retention rate was 80.2 percent.

These results are due not only to the availability of low-fare service, but also to better awareness of the air travel options. In addition, in 2015 passenger traffic was flat through May. With the opening of the new terminal, passenger traffic increased each month through the end of the year (with the exception of December due to 39 weather cancellations), and ended the year with a 2.5 percent increase in total passengers (despite a four percent reduction in capacity). In addition, 2015 was the third busiest year on record. The marketing programs increased awareness of the new terminal, parking garage, and air service which contributed to this success. In order to build on these achievements, it is necessary to utilize the expertise and skills of specialized marketing agencies.

Analysis: A Request for Proposals was advertised in December for Specific Airport Marketing Services to include such items as website management, creative design, strategic project planning, social media and digital marketing, and contest management. Five firms submitted proposals and two firms (Greteman Group and Howerton + White) were interviewed. The Special Screening and Selection Committee, which included the Airport Advisory Board Chairman, the City's Strategic Communications Director and Marketing Manager, and several community and industry representatives with marketing expertise, chose Greteman Group based primarily upon the firm's qualifications, experience, familiarity with the airport's

competitive environment, proven performance, professional relationships, and cost proposal. The selection process was reviewed and approved by the City's Internal Auditor.

Financial Considerations: The adopted WAA annual operating budget, contains a marketing allocation of \$450,000. This allocation will be used for services and media buying services from Gretaman Group and Copp Media and other miscellaneous direct expenses. Gretaman Group's compensation structure will charge the WAA for its services on an hourly basis at a blended rate of \$135 to \$150 per hour depending upon the specific project and staff personnel required for a given project. There will not be a markup of outside costs. All out-of-pocket expenses of the firm are passed through at cost. The contract will be effective upon execution and runs for one year, with up to four one-year options.

Legal Considerations: The contract has been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the contract and authorize the necessary signatures.

Attachments: Contract.

WICHITA DWIGHT D. EISENHOWER NATIONAL AIRPORT COMMERCIAL USE AND OPERATIONS PERMIT

This Operating Permit ("Permit") is made and entered into this February 16, 2016 between The Wichita Airport Authority ("Authority") and Simplicity Ground Services, LLC dba Simplicity USA organized and existing under the laws of the State of Delaware ("Operator").

In consideration of the rights, privileges, and mutual obligations contained in this Permit, Authority and Operator agree as follows:

1. Term and Cancellation Provisions

The term of this Permit shall commence February 1, 2016, and shall continue on a month-to-month basis. This Permit may be cancelled by either party, without cause, by giving a 30-day written notice. In the event the Director of Airports determines that termination is necessary to protect public health, safety or welfare, this Permit may be terminated by the Director of Airports upon such notice as the Director of Airports deems appropriate under the circumstances. Termination or expiration of this Permit shall not relieve the parties of any liabilities or obligations hereunder which shall have accrued on or prior to the date of termination. Upon the termination of this Permit, Operator shall cease forthwith all operations upon the Airport and shall pay in full all fees and other amounts payable to Authority as set forth in this Permit, then due and owing.

2. Services Provided by Operator

Subject to all terms of this Permit, the Operator is hereby granted a NON-EXCLUSIVE right to perform above and below wing ground handling including customer service and ramp services for commercial passenger air carriers using Wichita Dwight D. Eisenhower National Airport attached hereto as Exhibit "A". In the event Operator desires to provide services to commercial passenger air carriers in addition to United Airlines, Inc., Operator shall provide the Director of Airports with prior written notice of any such arrangement including a description of the type and extent of services to be provided, and shall coordinate with Authority the use of any unleased gates or aircraft parking. Fee collections and reporting shall be as set out in Section 11, Fee Collections. Operator shall provide the Director of Airports with written notice as and when any such arrangements are terminated.

3. Operational Requirements

Operator shall provide such services as are necessary to adequately meet all demands for its services at the Airport and shall conduct such hours of business as may be necessary to provide this service. Such service shall be furnished on a fair, equal and non-discriminatory basis for all users thereof, and charges shall be fair, reasonable and non-discriminatory for each unit of sale or service. All of the services enumerated herein shall be limited to certificated commercial passenger air carriers that have the authority from the appropriate regulatory department of the United States of America, or other competent authority, to operate in and out of the Airport. Such commercial passenger air carriers shall at all times have the right to directly provide any of the services herein provided for their own

operations. None of the services which the Operator is authorized to perform under this Permit shall involve the operation of aircraft by the Operator.

Operator shall maintain sufficient equipment, tools, accessories, and supplies, and employ a sufficient number of personnel to handle the operations and respond to customer inquiries and furnish good, prompt and efficient service adequate to meet all reasonable demands and needs of the business herein authorized. All equipment, tools, and vehicles to be used in the operation of Operator's business at the Airport will be in excellent, safe operating condition and will be kept in an orderly and clean manner at all times and stored only in approved locations. All equipment and vehicles will be operated by Operator and its employees, agents, and/or representatives in a safe and orderly manner at all times. Upon objection from Authority to Operator concerning the operation of such equipment and vehicles, or the unsafe and unclean condition of the equipment and vehicles or their manner of storage, Operator will immediately remedy the cause of the objection.

Questions or complaints regarding the quality of services, whether raised by users, Authority or otherwise, may be submitted to Operator for response. At Authority's request, Operator shall meet with the Authority to review any complaints or concerns and to promptly correct any deficiencies. The Authority's determination as to the quality of operation or services shall be conclusive, and curative measures shall be implemented by Operator as expeditiously as possible.

Failure on the part of the Operator to correct, modify or rectify any deficiencies within thirty (30) days, following written notice from the Authority, or to commence and diligently proceed to cure or remedy any such situation over a greater period of time as would be reasonably required, is a material breach of this Permit and a cause for the exercise of any remedies, including the cancellation of the Permit.

Operator will not block any areas used for ingress and egress by Airport traffic and will not interfere with the activities of Authority, its agents, employees or other Airport tenants.

Operator must, at its own expense, maintain in force any and all licenses and permits required for the legal operation of all aspects of this Permit.

4. Representation

It is understood and agreed that Operator shall at all times be deemed to be an independent contractor to the Authority. Nothing in this Permit shall be construed or considered to create the relationship of employer and employee between the parties. Operator is not an agent or employee of the Authority, and shall not be entitled to any of the benefits of Authority's employees.

All persons providing customer service and ground handling services pursuant to this Permit shall represent themselves as representatives of an independent contractor. Under no circumstances shall any of Operator's personnel represent themselves as employees of the Authority. No person providing customer service and ground handling services shall be an

agent or employee of the Authority, and shall not be entitled to any of the benefits of Authority's employees.

5. Assignment and Subletting

Operator shall not assign, sublet, mortgage or otherwise transfer, in whole or in part, any of the rights granted in this Permit without the prior written approval of the Authority.

6. Equipment Staging

With prior written approval by the Authority, Authority may designate a location for Operator to stage ground handling equipment. Upon commencement of occupying the designated staging area, Operator agrees to pay the Authority for the rental fees established in the Schedule of Fees and Charges. Operator agrees that if Authority requires the designated staging area for Airline purposes or Authority purposes, that Authority may reclaim the designated staging area and will find other space for Operator.

7. Reservations

This Permit does not guarantee the availability of any space at the Airport. Further, Operator agrees to be diligent and to do all those things necessary and proper to serve the public fairly and in such manner that will not reflect discredit upon the Authority or cause the Authority loss or damage, and without limiting the foregoing, Operator covenants and agrees to furnish good, prompt and efficient service adequate to meet all demands for such service at the Airport, and shall furnish such service on fair, equal and nondiscriminatory basis to all users thereof.

8. Parking

The Operator and its employees shall have no right hereunder to park vehicles at the Airport except in common parking areas designated by the Authority for terminal employees.

9. Percentage of Gross Revenues

Operator shall pay a commercial operator's fee for airline ground handling and/or passenger services provided for signatory airlines and their affiliates and non-signatory commercial air carriers serving Wichita Dwight D. Eisenhower Airport, which shall be in such amounts as may be set by the Authority from time to time, pursuant to the Schedule of Fees and Charges. Operator shall pay to Authority a percentage of gross revenues equal to two and one-half percent (2 ½%) of gross revenues for services provided to signatory airlines and their affiliates and five per cent (5%) of gross revenues for services provided to non-signatory commercial airlines. Immediately upon Operator's receipt of revenue from services by Operator, the percentages of the revenue belonging to Authority shall immediately vest in and become the property of Authority. Operator shall be responsible as trustee for the revenue until the revenue is delivered to the Authority.

Authority reserves the right to adjust the Percentage of Gross Revenues Fee specified in this Permit annually in accordance with the Schedule of Fees and Charges.

Operator agrees to pay Authority monthly, the percentage of gross revenues fee for the preceding month's serviced performed. The percentage of gross revenues fee is due and payable without invoice, no later than the fifteenth (15th) day of each month for the preceding month, and shall be reported on the Monthly Statement of Gross Revenues Form attached hereto as Exhibit "B".

In the event Operator fails to make payment within ten (10) days of the dates due as set forth in this Section, then Authority, after providing Operator written notice and a five (5) business day cure period from the receipt of the notice, may charge Operator, if the Permit payment still remains unpaid, a monthly service charge of 18% annual interest on any such overdue amount from the date the payment was originally due until paid, plus reasonable attorneys' and administrative fees incurred by Authority in attempting to obtain payment.

All payments in a form acceptable to Authority as required of Operator by this Permit shall be made at the office of The Wichita Airport Authority, 2173 Air Cargo Road, Wichita, Kansas 67209, or to such other address as may be substituted therefore. ACH direct deposit is preferred. Bank account and routing information is available upon request.

10. Fee Collections

Operator agrees to collect on behalf of Authority landing fees, terminal use fees (including, but not limited to use of ticket counter, hold room, joint use space, and passenger boarding bridge), and aircraft parking fees as imposed by Authority in its Schedule of Fees and Charges from aircraft operators operating on the premises which do not have an Permit with Authority, and are handled by Operator. Operator shall provide a copy of its applicable Monthly Statistical Report (Exhibit "C") and Monthly Landed Weight/Fee Report (Exhibit "D") for these aircraft operators. In consideration for this service, Authority agrees to reimburse Operator, by a credit document, 30% of fees collected.

Collection of fees from aircraft operators operating on the air carrier ramps shall be consistent with the established policies of Authority. Operator agrees to provide sufficient notice to aircraft operators that fees and charges may be applicable. All fees and charges incurred or collected for this purpose shall be paid to the Authority on or before the 15th day of each calendar month following the month in which they were incurred or collected.

11. Gross Revenues Defined

Gross revenues shall mean the total amount of money or the value of other considerations received from the performance of the Operator's services anticipated under this Permit, whether for cash or credit, whether collected or not.

Gross Revenues include but are not limited to the following:

- (a) the total amount of money or the value of other consideration received whether payment is for cash or on credit and whether or not such amount is collected;
- (b) all credit losses, credit charges, or credit deductions incurred by Operator or imposed on Operator by reason of Operator's acceptance or use of credit cards or other credit or charge arrangements.

Excluded or deducted from Gross Revenues are the following:

- (a) federal, state, municipal or other government excise taxes (except Federal manufacturer's excise taxes), use, sales, privileges or retailer's occupation taxes now or hereafter imposed and required to be collected by Operator directly from patrons or customers or as part of the price of any goods, wares, merchandise, services or displays and required to be paid over in turn by Operator to any governmental agency;
- (b) receipts from the sale or trade-in value of any equipment used on the Airport and owned by Operator;
- (c) the value of any merchandise, supplies or equipment exchanged or transferred from or to other locations of business of Operator where such exchanges or transfers are not made for the purpose of avoiding a sale by Operator which otherwise would be made from or at the Airport;
- (d) receipts in the form of refunds for the value of merchandise, supplies or equipment returned to shippers, suppliers, or manufacturers;
- (e) receipts with respect to any sale where the subject of such sale, or some part thereof, is thereafter returned by the purchaser to and accepted by Operator, to the extent of any refund actually granted or adjustment actually made, either in the form of cash or credit;
- (f) receipts from the sale to Operator's employees of uniforms or clothing where such uniforms or clothing are required to be worn by such employees as a condition of their employment;
- (g) revenues derived from customers not generated through the Airport, or by Airport-related business activities of the Operator not included in this Permit.

12. Reporting Requirements

- (a) **Monthly Statement of Gross Revenues.** Monthly, Operator must submit the percentage of gross revenues fee payment with the monthly statement of gross revenues form. This statement shall be signed by an accounting officer authorized to act for Operator. The Authority shall have the right to change the format of the Monthly Statement of Gross Revenues Form and to require Operator to submit other information pertaining to its gross revenues, and Operator agrees to use such form and provide such additional information.
- (b) **Annual Reporting.** Not later than ninety (90) days following the end of each full calendar year (January 1 through December 31) or partial calendar year, Operator shall furnish to Authority a certified or reconciled Annual Statement of Gross Revenues for that calendar year.

Operator's Annual Statement must itemize, for each month of the calendar year, Operator's Monthly Gross Revenues as previously reported to Authority. If such Annual Statement indicates an underpayment of the required Percentage of Gross Revenues Fee due to Authority, Operator shall submit payment for such underpayment to Authority with the Annual Statement. If a credit is issued, it shall be taken in the month immediately following such notification.

- (c) **Accounting Records.** Operator shall keep true and accurate accounts, books, records and data which shall, among other things, show all sales made and services performed by Operator for cash or credit or otherwise, without regard to whether paid or not; the gross revenues of said business in the aggregate amount of all sales, services and orders; all Operator's business performed upon or within the Airport premises.
 - (i) Operator agrees to keep its books and records in accordance with generally accepted accounting principles and agrees to maintain such other records as the Authority may request, showing gross revenues, sales made and services rendered for cash and/or credit.
 - (ii) Sales, invoices, orders, cash receipts, and all other books and records of Operator pertaining to its operations on the premises of the Airport and pertaining to the reports (and backups therefore) it provides Authority pursuant to this operating Permit shall be located in Wichita, Kansas; and shall be open to inspection by authorized representatives of the Authority upon request.
 - (iii) Such books and records shall be kept and maintained during the period of time of this Permit and for a period of three years after the termination of this Permit, or if any audit has been initiated and audit findings have not been resolved at the end of the three years, the books and records shall be retained until resolution of the audit findings.

- (iv) If, as a result of any audit, it is established that the Operator has understated the gross revenues received by it by three percent (3%) or more of the amount paid to the Authority during the previous annual reporting period under this Permit, the entire expense of said audit shall be borne by the Operator. Any additional fees due shall forthwith be paid by Operator to the Authority with interest thereon at six (6%) per annum from the date such additional fees become due.

13. Impositions

Operator shall, during the term of this Permit, bear, pay and discharge, before the delinquency thereof, any and all lawful impositions, including all lawful taxes and assessments imposed on Operator's possessory activities under this Permit from wherever originating.

14. Insurance

The Operator agrees to maintain appropriate liability insurance during the Term hereof, equal to or in excess of the following amounts:

<u>Type of Coverage</u>	<u>Limits Per Occurrence</u>	<u>Limits General Aggregate</u>
Commercial General Liability	\$2,000,000	\$5,000,000
Automobile Liability	\$1,000,000	\$2,000,000
Airport Premises Liability	\$2,000,000	

In addition, the Operator shall maintain a Worker's Compensation and Employer's liability policy for limits of not less than the statutory requirement for Worker's Compensation, and \$500,000 Employer's Liability.

Operator agrees that upon notice by the Authority, the minimum levels of insurance required by this paragraph may be increased within the bounds of commercial reasonableness to the amount that may be required to provide coverage of the events of this Section.

Operator agrees to provide Authority prior to the commencement of this Permit with copies of all policies or certificates evidencing that such insurance is in full force and effect, and stating the terms thereof, and all but the Worker's Compensation and Employees Liability policies shall name the City of Wichita and the Authority as additional insureds.

Operator shall be solely responsible for obtaining insurance policies that provide coverage for losses of Operator-owned property. Authority shall not be required to provide such insurance coverage or be responsible for payment of Operator's cost for such insurance.

15. Subrogation of Insurance

Authority hereby waives any and all rights of recovery against Operator for or arising out of damage or destruction of the building, or the premises, or any other property of Authority, from causes then included under any of its property insurance policies, to the extent such damage or destruction is covered by the proceeds of such policies, whether or not such damage or destruction shall have been caused by the negligence of Operator, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver. The Authority does not waive subrogation on any self insured risk.

Operator hereby waives any and all rights of recovery against Authority for or arising out of damage to or destruction of any property of Operator from causes then included under any of its property insurance policies, to the extent such damage or destruction is covered by the proceeds of said policies, whether or not such damage or destruction shall have been caused by the negligence of Authority, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver.

16. Maintenance

The Operator, at Operator's sole cost, shall remove trash, garbage and other debris from the staging area or other premises occupied by Operator.

17. Portable Storage Containers/Structures

Unless specifically approved in writing, and under conditions specified by Authority, Operator shall not place or allow to be placed within the staging area, any type of portable storage container, trailer, unit, box, or barrel which is used to store merchandise and/or equipment and supplies. Authority will not unreasonably withhold approval of such container if such is of a temporary nature, or at the discretion of Authority.

Unless specifically approved, and under conditions specified by Authority, Operator shall not place or allow to be placed within the staging area, any type of portable or temporary structure or device.

18. Third Party Rights

It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Permit to create in the public or any member thereof third-party beneficiary status hereunder, or to authorize anyone not a party to this Permit to maintain a suit for damages pursuant to the terms or provisions of this Permit.

19. Damage to Airport Facilities

Operator shall be responsible for any and all damage to the Airport caused by the negligence or intentional action of Operator, its agents, employees, contractors, subcontractors or invitees including, but not limited to, damage to terminal areas, ramp and taxiway areas, engine run-up areas, runways, hangar facilities and any and all areas where any activities are performed by Operator.

20. Surrender of Possession

Operator shall yield and deliver to Authority possession of the premises at the expiration of this Permit in good condition in accordance with its express obligations hereunder. Operator shall deliver the staging area in good order and condition, including cleaning and hauling away all supplies and trash.

Operator, at Operator's expense, shall remove during the term hereof or at the expiration of such term all trade fixtures, equipment and personal property placed by Operator on or about the staging area, subject to Operator's repairing any damage thereto caused by such removal and subject to any valid lien which Authority may have thereon for unpaid fees.

In the event Operator does not remove all of said property within ten (10) days after the termination of this Permit, the same shall be considered abandoned and Authority may dispose of said property without any further responsibility or liability to Operator. Operator shall be liable to Authority for the costs of removal and disposal of said property, and for an additional administrative expense equal to twenty percent (20%) of the costs incurred.

21. Rules and Regulations

Operator, its agents and employees, shall be subject to any and all applicable rules, regulations, standard operating procedures, orders and restrictions which are now in force or which may hereafter be adopted by the Authority, the City of Wichita, Kansas, or the Transportation Security Administration, in respect to the operation of the Airport; and shall also be subject to any and all applicable laws, statutes, rules, regulations or orders of any governmental authority, federal or state, lawfully exercising authority over the Airport or Operator's operations conducted hereunder.

Authority shall not be liable to Operator for any diminution or deprivation of its rights hereunder on account of the exercise of any such authority as in this section provided, nor shall Operator be entitled to terminate this Permit by reason thereof unless the exercise of such authority shall so interfere with Operator's exercise of the rights hereunder as to constitute a termination of this Permit by operation of law in accordance with the laws of the State of Kansas.

Operator shall hold Authority harmless for any and all breaches of Federal Aviation Administration, Transportation Security Administration, or Authority's security rules or regulations caused by the Operator, its agents or employees, except to the extent caused by Authority.

22. Non-discrimination EEO/AAP

The Operator agrees that it will not discriminate or permit discrimination against any person on the basis of race, color, sex, religion, national origin or ancestry, disability, or age, except where age is a bona fide occupational qualification, in its operations or services being provided at the premises, and its use or occupancy of the premises under this Permit. The Operator agrees to comply with all applicable provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375 and 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age

Discrimination in Employment Act of 1967; the Kansas Act Against Discrimination, K.S.A. 44-1000, et seq.; the Code of the City of Wichita Section 2.12.950; and any laws, regulations or amendments as may be promulgated thereunder, including any Ordinance of the City of Wichita, Kansas, presently, existing or hereafter enacted, which pertains to civil rights and equal employment opportunity.

23. FAA Requirements

Authority and Operator further agree that the requirements of the Federal Aviation Administration set out below are approved by both parties, and if applicable, Operator agrees to comply with all FAA requirements with respect to its operations, use of the Airport and this Permit.

- (a) The Operator, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained or otherwise operated on said property described in this Permit for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Operator shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
- (b) The Operator, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Operator shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
- (c) The Operator assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Operator assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Operator assures that it will require that its covered suborganizations provide assurances to the Operator that they similarly will undertake affirmative action programs, and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

- (d) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.
- (e) Operator agrees to furnish service on a fair and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, that Operator may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.
- (f) Authority reserves the right (but shall not be obligated to Operator) to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Operator in this regard.
- (g) Authority reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the Airport as it sees fit, regardless of the desires or views of Operator, and without interference or hindrance.
- (h) Authority reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Operator from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of Authority, would limit the usefulness of the Airport or constitute a hazard to aircraft.
- (i) During time of war or national emergency Authority shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the Airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.
- (j) It is understood and agreed that the rights granted by this Permit will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the Airport.
- (k) There is hereby reserved to Authority, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the air space above the surface of the premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from or operating on or about the Airport.
- (l) This Permit shall become subordinate to provisions of any existing or future agreement or regulatory obligation between the Authority and the United States of America or any

agency thereof relative to the operation, development or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

24. Modifications for Granting FAA Funds

In the event that the Federal Aviation Administration requires modifications or changes to this Permit as a condition precedent to granting of funds for the improvement of the Airport, Operator agrees to consent to such reasonable amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Permit as may be reasonably required to enable the Authority to obtain said Federal Aviation Administration funds, provided that in no event shall such changes materially impair the rights of Operator hereunder or materially increase its obligations.

25. Airport Security Program

Operator must obtain Airport Security Identification and Access Media (I.D. Media) for its employees, subcontractors, suppliers, agents, and representatives requiring access to the sterile areas, secured air operations area (AOA), and security identification display area (SIDA), or other secured areas as may be identified in the Airport Security Program, and pay any related costs associated with this privileges as set forth under this Section. With respect to the issuance, maintenance, and administration of I.D. Media, the Operator shall pay or cause to be paid to the Authority all such charges as may be established from time to time by the Authority. Such costs may include, but are not limited to: (i) the initial issuance of I.D. Media; (ii) the replacement of lost or stolen I.D. Media; (iii) administrative costs with respect to those I.D. Media not returned to the Authority.

Said I.D. Media will be valid as set forth under the Airport Security Program, and must be returned to the Airport Public Safety Division, at 2193 Air Cargo Road within twenty-four (24) hours after expiration, suspension, and/or termination of this Permit. Said I.D. Media will be valid for no longer than the period of this Permit. The Operator shall be responsible for requesting the Authority issue I.D. Media to all employees or other persons who are authorized access to Security Identification Display Areas ("SIDA") on the Airport as designated in the Airport Security Program. In addition, Operator shall be responsible for the immediate reporting of all lost or stolen I.D. Media and the immediate return of the I.D. Media of Operator's personnel transferred from the Airport, or terminated from the employ of Operator.

Operator covenants that it will at all times maintain the integrity of the Airport Security Program and comply with all applicable provisions of 49 CFR Parts 1500, 1544, 1546, 1548, and 1550 as promulgated, and that it will always maintain the security of the Airport, Premises, and/or any AOA access which Operator maintains. The Authority shall have the right to require the Operator to conduct background investigations and to furnish certain data on such employees or other persons before the issuance of I.D. Media, which data may include the fingerprinting of any and all of its employees, subcontractors, suppliers, agents, and/or representatives. Operator also hereby agrees that it shall be responsible for any and all of the actions of its employees, subcontractors, suppliers, agents, and/or representatives

and shall provide any and all necessary escorts, as outlined in the Airport Security Program. Operator hereby agrees that it will immediately implement any and all security changes that are directed either directly or indirectly by the Transportation Security Administration ("TSA"), Federal Aviation Administration ("FAA"), or Authority. Operator further agrees to rectify any security deficiency or other deficiency as may be determined as such by the Authority, or the Department of Transportation ("DOT"), the FAA, or the TSA, or any other federal or state agency with jurisdiction. In the event Operator fails to remedy any such deficiency, the Authority may do so at the sole cost and expense of Operator. The Authority reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency. When the Authority takes actions to remedy deficiencies of any kind, it shall be done in a reasonable and cost-conscious manner.

Should Operator, its employees, subcontractors, suppliers, agents, and/or representatives cause any security violations, and should Authority be cited for a civil fine or penalty for such security violation, Operator agrees to reimburse Authority for any monetary civil fine or penalty, which may be imposed on Authority by FAA or TSA, however, nothing herein shall prevent the Operator from contesting the legality, validity or application of such fine or penalty to the full extent Operator may be lawfully entitled. Operator may have I.D. Media/access privileges immediately suspended and/or revoked by Authority for failure to adhere to the Airport Security Program, or for failure to return all I.D. Media within the time-frames specified herein. Such actions may also be grounds for termination of this Permit for non-compliance at the sole discretion of Authority, if such failure by Operator is not cured by Operator within thirty (30) days after receiving notice from Authority of such failure.

Before the Operator shall permit any employee to operate a motor vehicle of any kind or type on the AOA (unless such employee is escorted by a Authority-approved escort), the Operator shall ensure that all such vehicle operators possess current, valid, and appropriate Kansas driver's license, I.D. Media, and Vehicle Ramp Permit. Operator company vehicles prominently displaying a permanent company name and/or logo on vehicles and equipment are excluded from the requirement of displaying a Vehicle Ramp Permit.

The Operator agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. Operator acknowledges and understands that the foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts, and other unlawful activities at the Airport.

26. Environmental

- (a) Operator shall have the right at its expense to conduct such environmental testing respecting the premises as is necessary to satisfy itself that the premises are environmentally sound and free of hazardous or toxic substances or waste of any kind, not caused by the Operator. In the event such testing is positive for such pre-existing substances, and Authority or a third party fails to remediate within 120 days of written notice from Operator of such positive test results, Operator shall have the right to

terminate and cancel this Permit without any liability for either party hereunder. If the Operator terminates the lease under these provisions after the commencement of construction, Operator shall restore the premises in a manner reasonably acceptable to Authority.

- (b) The Operator hereby covenants that it will not cause or permit any hazardous substances to be placed, held, located or disposed of, on, under or at the premises, other than in the ordinary course of business and in compliance with all applicable laws.
- (c) In furtherance and not in limitation of any indemnity elsewhere provided to the Authority hereunder, the Operator hereby agrees to indemnify and hold harmless the Authority and the City of Wichita from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the Authority or the City of Wichita by any person or entity for or arising out of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the premises during the term of this Permit of any hazardous substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws, or any other applicable statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning, any hazardous substance) if such presence, escape, seepage, leakage, spillage, discharge, emission was caused by the Operator, or persons within the control of the Operator, its officers, employees, agents, and/or licensees, or if such hazardous substance was owned by, or located on the premises by, the Operator (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release).
- (d) If, during the term of this Permit, the Operator receives any notice of (i) the happening of any event involving the use (other than in the ordinary course of business and in compliance with all applicable laws), spill, release, leak, seepage, discharge or cleanup of any hazardous substance on the premises or in connection with the Operator's operations thereon or (ii) any complaint, order, citation or notice in connecting with Operator's conduct of its business at the Airport with regard to air emissions, water discharges, or any other environmental, health, or safety matter affecting the Operator (an "Environmental Complaint") from any persons or entity (including, without limitation), the United States Environmental Protection Agency (the "EPA") or the Kansas Department of Health and Environment ("KDHE"), the Operator shall immediately notify the Authority in writing of said notice.

- (e) The Authority shall have the right, but not the obligation, and without limitation of the Authority's other rights under this Permit, to enter the premises or to take such other actions as deemed necessary or advisable to inspect, clean up, remove, resolve or minimize the impact of, or to otherwise deal with, any hazardous substance or environmental complaint following receipt of any notice from any person, including, without limitation, the EPA or KDHE, asserting the existence of any hazardous substance or an environmental complaint pertaining to the premises or any part thereof which, if true, could result in an order, suit or other action against the Operator and/or which, in the reasonable judgment of the Authority, could jeopardize its interests under this Permit. If such conditions are caused by circumstances within the control of the Operator or if such circumstances result from a hazardous substance owned by, or located on the premises by, the Operator (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release) then in such event, Authority shall allow Operator to perform any actions required under applicable environmental laws with respect to such environmental complaint or hazardous substances within a reasonable time under the circumstances, to include consideration for the safety and convenience of the Authority's tenants and the traveling public. In the event Operator fails or refuses to take such actions, Authority shall take such actions and all reasonable costs and expenses incurred by the Authority in the exercise of any such rights shall be payable by the Operator, within 30 days of written demand by the Authority.
- (f) If Operator defaults in connection with its obligations pursuant to this Section 27, and fails to correct such default promptly following receipt of written notice of such default from Authority or any agency, the Operator at the request of the Authority shall periodically perform (at the Operator's expense) an environmental audit and, if reasonably deemed necessary by the Authority, an environmental risk assessment (each of which must be reasonably satisfactory to the Authority) of the premises, or the hazardous waste management practices and/or hazardous waste disposal sites used by the Operator with respect to the premises. Such audit and/or risk assessment shall be conducted by an environmental consultant satisfactory to the Authority. Should the Operator fail to perform any such environmental audit or risk assessment within 90 days of the written request of the Authority, the Authority shall have the right, but not the obligation, to retain an environmental consultant to perform any such environmental audit or risk assessment. All costs and expenses incurred by the Authority in the exercise of such rights shall be payable by the Operator on demand.
- (g) Neither Operator nor Authority shall install or permit to be installed in the premises friable asbestos, electrical equipment containing polychlorinated biphenyls (PCBs), or any substance containing asbestos and deemed hazardous by federal or state regulations applicable to the premises and respecting such material. The Operator shall defend, indemnify, and save the Authority and the City of Wichita harmless from all costs and expenses (including consequential damages) asserted or proven against the Operator by any person, as a result of the presence of said substances, and any removal or

compliance with such regulations, if said substance was installed by the Operator, or persons within its control.

- (h) Subject to any limitations or restrictions imposed by the Kansas Budget Law or Cash Basis Law, the Authority hereby agrees to indemnify and hold harmless the Operator from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the Operator by any person or entity for, arising out of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the premises during the term of this Permit and the period prior to the term of this Permit of any hazardous substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws, or any other applicable statute, law, ordinance, code, rule, regulation, order of decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning any hazardous substance) unless such presence, escape, seepage, leakage, spillage, discharge, emission or release was caused by the Operator, or persons within the control of the Operator, its officers, employees, agents, business invitees and/or licensees, or if such hazardous substance was owned by, or placed upon the premises by, the Operator (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release except to the extent such was caused by the Authority).

27. Indemnity

Operator, shall protect, defend and hold Authority and the City of Wichita and its officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court cost and expert fees), or other liability of any nature whatsoever arising out of or incident to this Permit and/or the use or occupancy of the Premises or the acts or omissions of Operator's officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence of Authority. The Authority shall give to Operator reasonable notice of any such claims or actions.

Authority shall protect, defend and hold Operator, its officers, agents and employees completely harmless from and against all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury to or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs and expert fees), or other liability of any nature whatsoever arising out of or incident to this Permit and/or the use or occupancy of the Premises or the acts of omissions of Authority's officers, agents, employees, contractors,

subcontractors, licensees or invitees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence of Operator. The Operator shall give Authority reasonable notice of any such claims or actions.

Should Operator, its employees, subcontractors, suppliers, agents, customers, and/or representatives cause any violations of federal, state or local law, regulation or ordinance, and should Authority be cited for a fine or penalty for such violation, Operator agrees to reimburse Authority for any monetary fine or penalty which may be imposed on Authority. However, nothing herein shall prevent the Operator from contesting the legality, validity or application of such fine or penalty to the full extent Operator may be lawfully entitled, nor require Authority to pursue such a contest on Operator's behalf.

The provisions of this Section shall survive the expiration or termination of this Permit to the extent that they relate to liabilities, losses, suits, claims, judgments, fines or demands arising from or incident to events occurring during Operator's occupancy of the Premises. The Operator shall use counsel reasonably acceptable to Authority in carrying out its obligations in this Section.

28. Authority's Retention of Rights

This Permit shall vest in Operator no right, title or interest whatsoever in or to any of the Authority lands or any adjacent lands or roadways, other than the right of using the same for the purpose of this Permit and upon the terms and conditions set forth.

29. Construction Inconvenience

Operator agrees that from time to time during the Term, Authority shall have the right to initiate Airport construction, including but not limited to terminal facilities, roadways, parking areas for aircraft and ground vehicles, runways, and taxiway areas. Operator agrees that it shall not hold Authority, including its officers, agents, employees and representatives, liable for damages, of any nature whatsoever to it due to the Airport construction except to the extent due to the negligence or willful misconduct of Authority, its officers, directors, agents or employees. Operator shall hold Authority harmless for all damages arising out of or caused by inconveniences and/or interruptions of its activities at the Airport, and personal injury, including death, and property damage due to the Airport constructions.

30. No Airport Hazard

Operator expressly agrees to avoid and prevent any operation or activity which it operates which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute a hazard.

31. Contract Interpretation

(a) Invalid Provisions. It is expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision

herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either the Authority or the Operator in their respective rights and obligations contained in the valid covenants, conditions or provisions in this Permit.

- (b) Non-Waiver. The waiver by Authority of any breach of the Operator of any term, covenant, provision, or condition hereof shall not operate as a waiver of any subsequent breach of the same or a waiver of any breach of any other covenant, term, provision, or condition hereof, nor shall any forbearance by Authority to seek a remedy for any breach by Operator be a waiver by Authority of its rights and remedies with respect to such or any subsequent breach of the same or with respect to any other breach.
- (c) Entire Permit. This Permit represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Permit incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Permit, and all such conditions, understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Permit.
- (d) Applicable Law. This Permit and the terms and conditions herein contained shall at all times be governed, interpreted and construed in accordance with the laws of the State of Kansas, and the laws, rules and regulations of the City.
- (e) Successors. All covenants, representations, stipulations, and agreements in this Permit shall extend to and bind the legal representatives, successors, and assigns of the respective parties hereto.
- (f) Governmental Rights and Powers. Nothing in this Permit shall be construed or interpreted as limiting, relinquishing or waiving any rights of ownership enjoyed by the Authority in the Airport; except as specifically provided in this Permit; or impairing, exercising or defining governmental rights and the police powers of the Authority.
- (g) Relation to Other Operators. This Permit is separate and distinct from, and shall be construed separately from any other agreement between Authority and any other Operators at the Airport. The fact that such other agreement contains provisions, which differ from those contained in this Permit, shall have no bearing on the construction of this Permit.
- (h) Authority to Execute. The individuals executing this Permit on behalf of Operator personally warrant that they have the full authority to execute this Permit on behalf of the Operator for whom they are acting herein.

- (i) Headings. The sections and paragraph headings are inserted only as a matter of convenience and for references, and in no way define, limit or describe the scope or intent of any provision of this Permit.
- (j) Consent. Whenever the consent or approval of either party is required under this Permit, such consent or approval shall not be unreasonably withheld or delayed.

32. Notices

Notices to Authority provided for herein shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to:

The Wichita Airport Authority
2173 Air Cargo Road
Wichita, Kansas 67277-0130

Notices to Operator provided for herein shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to:

Simplicity USA
2520 World Gateway Plaza
Detroit, MI 48242

or to such other respective addresses as the parties may designate in writing from time to time.

Bills, notices and invoices may be delivered to the LESSEE by email at:

Elena.borrie@simplicityground.com

or to such other respective addresses as the parties may designate in writing from time to time.

IN WITNESS WHEREOF, the parties hereto have executed this Permit the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By _____
Jeff Longwell, President
"AUTHORITY"

By  _____
Victor D. White, Director of Airports

ATTEST:

SIMPLICITY GROUND SERVICES, LLC
dba SIMPLICITY USA

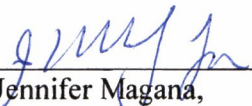
By _____

By  _____

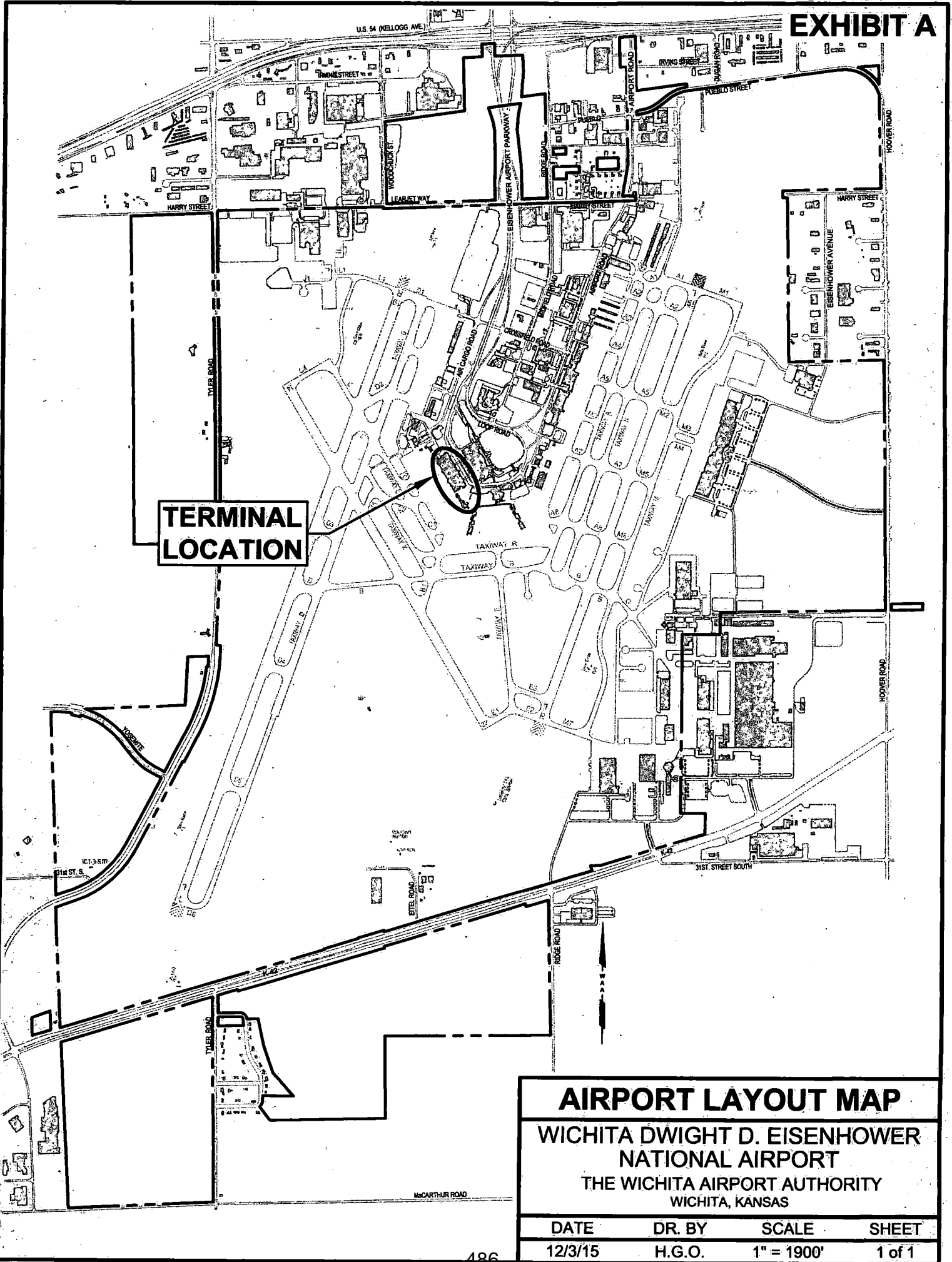
Title _____

Title _____
Terry Trainor, President
"OPERATOR"

APPROVED AS TO FORM:

 _____
Jennifer Magana,
City Attorney and Director of Law

Date: 2-17-16



**Monthly Statement of Gross Revenues
Signatory Airlines and Affiliates**

For the Month of _____ (month/year)
(Due on the 15th day of the following month.)

Company Name _____

1. **GROSS REVENUES:** \$ _____
2. Less (allowable deductions as listed in Section 10 of the Permit):
 - (a) Deductible taxes \$ _____
 - (b) Equipment sales/trade-in \$ _____
 - (c) Equipment or merchandise exchanged \$ _____
 - (d) Supplies/merchandise/equipment refund \$ _____
 - (e) Refunds to customers \$ _____
 - (f) Sale of uniforms to employees \$ _____
 - (g) Non-Airport business \$ _____
 - TOTAL DEDUCTIONS** \$(_____)
3. **REPORTABLE REVENUE THIS MONTH** \$ _____
(Line 1 less Line 2)
4. **PERCENTAGE FEE: 2 ½ % OF LINE 3** \$ _____

REMIT AMOUNT ON LINE 4 WITH THIS STATEMENT. MAKE CHECK PAYABLE TO:

Wichita Airport Authority
2173 Air Cargo Road
P. O. Box 9130
Wichita, KS 67277-0130

The undersigned states that the gross revenues detailed on this statement are true, and the percentage fee shown is due the Wichita Airport Authority in accordance with the Permit.

Authorized Officer	Signature	Date
--------------------	-----------	------

**Monthly Statement of Gross Revenues
Non-Signatory Airline**

For the Month of _____ (month/year)
Due on the 15th day of the following month.

Company Name _____

5. **GROSS REVENUES:** \$ _____

6. Less (allowable deductions as listed in Section 10 of the Permit):

(h) Deductible taxes \$ _____

(i) Equipment sales/trade-in \$ _____

(j) Equipment or merchandise exchanged \$ _____

(k) Supplies/merchandise/equipment refund \$ _____

(l) Refunds to customers \$ _____

(m) Sale of uniforms to employees \$ _____

(n) Non-Airport business \$ _____

TOTAL DEDUCTIONS \$(_____)

7. **REPORTABLE REVENUE THIS MONTH** \$ _____
(Line 1 less Line 2)

8. **PERCENTAGE FEE: 5 % OF LINE 3** \$ _____

REMIT AMOUNT ON LINE 4 WITH THIS STATEMENT. MAKE CHECK PAYABLE TO:

Wichita Airport Authority
2173 Air Cargo Road
P. O. Box 9130
Wichita, KS 67277-0130

The undersigned states that the gross revenues detailed on this statement are true, and the percentage fee shown is due the Wichita Airport Authority in accordance with the Permit.

Authorized Officer

Signature

Date

Exhibit "C"

Monthly Statistical Report

For the Month of _____ (month/year)
(Due on the 15th day of the following month.)

AIRLINE NAME _____

(A separate Exhibit should be submitted for each airline.)

1. PASSENGERS

	<u>Enplaned</u>	<u>Deplaned</u>	<u>Total</u>
Revenue	_____	_____	_____
Non-Revenue	_____	_____	_____
Total	=====	=====	=====

2. CARGO & MAIL (Pounds)

	<u>Enplaned</u>	<u>Deplaned</u>	<u>Total</u>
Cargo*	_____	_____	_____
Mail	_____	_____	_____
Total	=====	=====	=====

*Cargo includes freight plus express.

I certify that the above information is correct to the best of my knowledge and belief.

Signature: _____ Title: _____

Printed Name: _____ Date: _____

SUBMIT TO:

The Wichita Airport Authority
Wichita Dwight D. Eisenhower Airport

2173 Air Cargo Road
P. O. Box 9130
Wichita, KS 67277-0130

Exhibit "D"

MONTHLY LANDED WEIGHT/FEE REPORT
(Due on the 15th day of the following month.)

FOR THE MONTH OF _____, _____

AIRLINE NAME _____
(A separate Exhibit should be submitted for each airline.)

1. AIRCRAFT LANDINGS

<u>Aircraft Type</u>	<u>FAA Certified Maximum Gross Landing Weight</u>	<u>Number of Landings</u>	<u>Total Landed Weight</u>
--------------------------	---	-----------------------------------	----------------------------

Total

Divided by 1,000

Landed Weight (lbs): _____

Multiplied by the Landing Fee Rate of \$ _____

Total Landing Fee Charges: \$ _____

2. TERMINAL USE CHARGES

	<u>Unleased Ticket Counter</u>	<u>Unleased Terminal Holdroom</u>	<u>Unleased Loading Bridge</u>
Number of Times Used	_____	_____	_____
Current Fee	\$ _____	\$ _____	\$ _____
Total Terminal Use Charges	\$ _____	\$ _____	\$ _____

(Joint Use Charge is calculated based on number of landings.)

3. AIRCRAFT PARKING CHARGES (other than at leased gates)

	<u>Parking Occurrences</u>	<u>Total Hours in Excess of 24 Hours Each Occurrence</u>
Quantity	_____	_____
Current Fee	\$ _____	\$ _____
Total Parking Charges	\$ _____	\$ _____

The undersigned certifies that the above information, according to the books and records of the Airline, is correct and that he/she is a corporate officer of Airline or has been authorized to provide the above information by a corporate officer.

Signature: _____ Title: _____

Printed Name: _____ Date: _____

SUBMIT TO:
The Wichita Airport Authority
Wichita Dwight D. Eisenhower Airport
2173 Air Cargo Road
Wichita, KS 67209

**CITY OF WICHITA
City Council Meeting
March 1, 2016**

TO: Wichita Airport Authority

SUBJECT: AECOM Supplemental Agreement No. 9
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the supplemental agreement.

Background: A contract with AECOM (formerly known as DMJM Aviation) to provide program and construction management services for the Air Capital Terminal 3 (ACT 3) Program and related projects was approved by the Wichita Airport Authority (WAA) on June 7, 2005. That contract has been extended to provide continuous construction management services as required by the developing requirements of this complex project.

Analysis: The purpose of this supplemental agreement is to continue AECOM's program management and Federal Aviation Administration (FAA) - required construction management services until all construction punch list work is completed by the general contractor and its subcontractors. The terminal was opened on June 3, 2015, yet there is a substantial amount of quality control work, along with regulatory, contract and financial record closeout documentation. This legal and financial documentation is required by the FAA due to the federal funding associated with the project, or is essential to obtain for the WAA to ensure the warranty benefits for which it will have paid. AECOM has reduced its staff to two full-time local persons, and two out-of-town part-time persons, all of whom are anticipated to be complete with their work by June 10, 2016. AECOM's work progress is dependent upon the responsiveness of the various contractors, vendors, and suppliers. Among other things, this remaining staff is working on the following major items:

- Negotiating final contract closeout change orders with the general contractor
- Managing construction punch list completion
- Reviewing, organizing and completing nearly 250 closeout submittals
- Managing completion of the systems integrator equipment testing and acceptance
- Completing disadvantaged business enterprise (DBE) utilization and other labor documentation
- Collecting and organizing of equipment and material warranties and operating manuals
- Accepting and inventorying essential spare parts and materials from vendors and suppliers
- Preparing and reviewing all financial reports, documents, and procedures to ensure compliance with federal requirements

The timeline for completion of the work remaining on the project is shown below:

	March	April	May	June
SYSTEM INTEGRATOR				
VOIP				
Badging				
Cameras/ACS				
SAN Failover				
Endurance Testing				
Training Plan				
Implementation				
DBE REPORT				
ADMINISTRATIVE				
Final Submittals				
Attic Stock				
Open CO/PCO				
Training				
FINAL COMPLETION				
Claims				
Retainage				
FAA Documentation				

Financial Considerations: The not-to-exceed cost for this supplemental agreement is \$289,495. Funds are available in the program budget to cover this cost.

Legal Considerations: The Law Department has reviewed and approved the supplemental agreement.

Recommendation/Action: It is recommended that the Wichita Airport Authority approve Supplemental Agreement No. 9 and authorize the necessary signatures.

Attachment: Supplemental Agreement No. 9.

Supplemental Agreement #9
To The
Agreement for Professional Services Dated June 7, 2005
Between
Wichita Airport Authority, Wichita, Kansas
Hereinafter Called The
“Owner”
And
AECOM
Hereinafter Called The
“Program Manager”

WITNESSETH:

Whereas, there now exists a Program Management Contract dated June 7, 2005, and Supplemental Agreement #1 dated February 9, 2010, Supplemental Agreement #2 dated March 9, 2010, Supplemental Agreement #3 dated July 20, 2010, Supplemental Agreement #4 dated January 25, 2011, Supplemental Agreement #5 dated March 1, 2011, Supplemental Agreement #6 dated October 18, 201, Supplemental Agreement #7 dated October 7, 2014 and Supplemental Agreement #8 dated June 23, 2015 between the two parties covering Program Management services to be provided by the Program Manager at Wichita Dwight D. Eisenhower National Airport.

Now therefore, the parties hereto mutually agree as follows:

The Program Management Contract will be amended with this Supplemental Agreement as follows:

1. ARTICLE VII – PAYMENT PROVISIONS: Revise paragraph B as follows:

- B. “The Term of the Agreement shall commence on the date of the Notice to Proceed issued to the CONSULTANT, and shall terminate on June 10, 2016, unless extended or terminated in accordance with the provisions hereof.”

Payment to the Program Manager for the performance of the above listed services required by this agreement shall be made on the basis of the actual costs and expenses plus a fixed fee amount in accordance with the Contract, based on revised Exhibit B – Cost Estimate for Supplemental Agreement #9. The total compensation for the extension of Program Management Services and Construction Management Services shall be not-to-exceed \$289,495 (\$257,329 for cost plus a fixed fee in the amount of \$32,166).

2. SCOPE OF SERVICES

- I. Extension of Consulting Services as defined in the Original Scope of Work, and all subsequent Supplemental Agreements.

3. Provisions of the Original Contract

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

In Witness Whereof, the Owner and the Program Manager have executed this Supplemental Agreement as of this ____ day of ~~February~~, 2016.

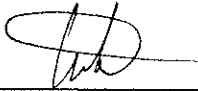
March

ATTEST:


WICHITA AIRPORT
AUTHORITY
2173 Air Cargo Road
WICHITA, KANSAS

By: _____
Karen Sublett, City Clerk

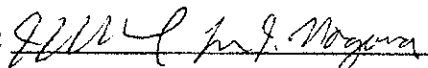
By: _____
Jeff Longwell, President
"OWNER"

By:  _____
Victor D. White, Director of Airports

AECOM
303 E. Wacker Drive, Suite 1400
Chicago, IL 60601

By:  _____
"CONSULTANT"
Title: *V.P.* _____

APPROVED AS TO FORM:

City Attorney:  _____ Date: *2-23-16*

Attachments:

Exhibit A: Cost Estimate